

# Exhibit A

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## 6 | *Interim Lead Counsel for the Direct Purchaser Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

13 IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

**15** || This Document Relates to:

16 | ALL DIRECT PURCHASER ACTIONS

MASTER FILE NO. 07-cv-5944 SC

MDL NO. 1917

**DIRECT PURCHASER PLAINTIFFS'  
SUPPLEMENTAL RESPONSES TO  
DEFENDANT MT PICTURE DISPLAY  
CO., LTD.'S FIRST SET OF  
INTERROGATORIES**

19 PROPOUNDING PARTY: MT PICTURE DISPLAY CO., LTD.

**20 | RESPONDING PARTY: DIRECT PURCHASER PLAINTIFFS**

21 SET NO.: ONE

22 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, the Direct purchaser  
23 Plaintiffs (“Plaintiffs” or “DPPs”), by their attorneys, object and respond to Defendant MT Picture  
24 Display Co., Ltd.’s First Set of Interrogatories to the Direct Purchaser Plaintiffs (the  
25 “Interrogatories”) as follows:

## **GENERAL OBJECTIONS**

27 Each of the following objections is incorporated by reference into each of the responses  
28 herein:

1       1. Plaintiffs generally object to the Interrogatories, including the Instructions and  
 2 Definitions, to the extent they purport to enlarge, expand or alter in any way the plain meaning and  
 3 scope of any interrogatory or to impose any obligations on Plaintiffs' responses in excess of those  
 4 required by the Federal Rules of Civil Procedure. Plaintiffs will respond to these Interrogatories  
 5 in accordance with their understanding of the obligations imposed by the Federal Rules of Civil  
 6 Procedure.

7       2. Plaintiffs object to the unduly burdensome and unfair nature of Defendants'  
 8 Interrogatories to the extent they seek to have counsel for Plaintiffs present evidentiary support of  
 9 the Direct Purchaser Plaintiffs' Consolidated Amended Complaint" (March 16, 2009) (Dkt. No.  
 10 436) ("DP-CAC") without completing discovery. Defendants' Interrogatories are premature,  
 11 unduly burdensome and unfair, and serve no other purpose but to harass and delay Plaintiffs in  
 12 their efforts to prepare their case.

13       3. Plaintiffs object to each of Defendant's Interrogatories, Definitions and Instructions  
 14 to the extent they seek documents or information (i) not relevant to the subject matter of this  
 15 action; (ii) not relevant to any claim or defense in this action; (iii) not reasonably calculated to lead  
 16 to the discovery of admissible evidence; (iv) different from, inconsistent with, or in addition to  
 17 what is required to be produced under the Federal Rules of Civil Procedure, the Civil Local Rules  
 18 of the United States District Court for the Northern District of California, any existing Court Order  
 19 in this case, or any other applicable rule or law.

20       4. Plaintiffs object to the Interrogatories to the extent that they impose an undue  
 21 burden on Plaintiffs by, for example, requiring Plaintiffs to search for documents: (a) the value of  
 22 which, if any, is substantially outweighed by the burden or cost of searching for them, or (b) that  
 23 are equally available to Defendant or already in Defendant's possession.

24       5. Plaintiffs object to the Interrogatories to the extent they call for information and/or  
 25 documents protected by the attorney-client privilege, the work product doctrine, or any other  
 26 applicable privilege or protection. This objection includes, but is not limited to, information that  
 27 Defendant seeks regarding communications between Plaintiffs' attorneys and/or between Plaintiffs  
 28 and their attorneys made during or in anticipation of litigation. Inadvertent identification or

1 production of any such information in a document shall not constitute a waiver of any such  
 2 privilege with respect to the document produced or the subject matter thereof, or a waiver of the  
 3 Plaintiffs' right to object to the use of any such document during trial or any subsequent  
 4 proceeding. To the extent that any such protected information is inadvertently produced in  
 5 response to the Interrogatories, the production of such information shall not constitute a waiver of  
 6 Plaintiffs' right to assert the applicability of any privilege or immunity to the information, and any  
 7 such document and all copies or images thereof shall be promptly returned, sequestered or  
 8 destroyed upon demand pursuant to Fed. R. Civ. P. 26(b)(5)(B).

9       6. Plaintiffs object to the Interrogatories as premature "contention interrogatories."  
 10 *See In re Convergent Technologies Securities Litig.*, 108 F.R.D. 328 (N.D. Cal. 1985) ("[t]here is  
 11 considerable recent authority for the view that the wisest general policy is to defer propounding  
 12 and answering contention interrogatories until near the end of the discovery period."); *In re Ebay  
 13 Seller Antitrust Litig.*, No. C07-1882 JF (RS), 2008 WL 5212170 (N.D. Cal. Dec. 11, 2008)  
 14 ("Courts using their Rule 33(a)(2) discretion generally disfavor contention interrogatories asked  
 15 before discovery is undertaken."). The Interrogatories: (i) call for opinions and contentions  
 16 relating to fact or application of law to fact that Plaintiffs should not be required to disclose until  
 17 discovery has been substantially completed; (ii) call for legal conclusions; and (iii) are likely to  
 18 require supplemental answers, prematurely commit Plaintiff to positions, and artificially narrow  
 19 issues. Such information cannot be fairly and practically provided until after the completion of  
 20 discovery. The interests of judicial economy and efficiency dictate that contention discovery is  
 21 more appropriate after a substantial amount of merits discovery has been conducted. To the extent  
 22 that Defendant's Interrogatories request the contentions of Plaintiffs in this case, those contentions  
 23 are set forth in large part in the DP-CAC. The allegations of the DP-CAC are incorporated by  
 24 reference in each of the answers to the Interrogatories set forth herein. In responding to  
 25 Defendant's contention interrogatories pursuant to Court Order, Plaintiffs reserve their rights to  
 26 supplement these responses at any time prior to the final pre-trial conference herein.

27       7. Plaintiffs object to the Interrogatories to the extent they purport to require Plaintiffs  
 28 to disclose information or produce documents concerning any expert or other person or entity

1 retained by counsel to assist in the preparation of the Plaintiffs' case: (a) to the extent any such  
 2 person or entity will not be designated by the Plaintiffs as a trial witness on the ground that such  
 3 disclosure is neither relevant nor reasonably calculated to lead to the discovery of admissible  
 4 evidence; and (b) on the grounds that any such present disclosure is prejudicial to the Plaintiffs'  
 5 preparation of this case and is not required by the Federal Rules of Civil Procedure.

6       8. Plaintiffs object to the Interrogatories, including the Instructions and Definitions, to  
 7 the extent the information sought is protected by the attorney-client privilege, the attorney work  
 8 product doctrine, or is otherwise privileged and/or immune from discovery. By responding to  
 9 these Interrogatories, Plaintiffs do not waive, intentionally or otherwise, any attorney-client  
 10 privilege, attorney work-product or any other privilege, immunity or other protection that may be  
 11 asserted to protect any information from disclosure. Accordingly, any response or production of  
 12 documents or disclosure of information inconsistent with the foregoing is wholly inadvertent and  
 13 shall not constitute a waiver of any such privilege, immunity or other applicable protection.

14       9. Plaintiffs object to the Interrogatories to the extent they fail to state with sufficient  
 15 particularity the information and categories of information to be provided.

16       10. Plaintiffs object to the Interrogatories to the extent they request Plaintiffs to  
 17 produce documents outside their possession, custody, or control.

18       11. Plaintiffs object to the Interrogatories to the extent they are overly broad and  
 19 unduly burdensome.

20       12. Plaintiffs object to the Interrogatories to the extent they are vague or ambiguous.

21       13. Plaintiffs object to the Interrogatories to the extent they require Plaintiffs to draw  
 22 legal conclusions.

23       14. Plaintiffs object to the Interrogatories to the extent the information requested is  
 24 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

25       15. Plaintiffs object to Defendant's Interrogatories on the basis that Plaintiffs have not  
 26 yet had an opportunity to complete substantial discovery in this action, and no Defendant  
 27 depositions or other significant depositions have been taken. Thus, discovery is far from  
 28 complete. Under the circumstances, Defendant's Interrogatories are premature, and the responses

1 to the Interrogatories are not complete and are subject to full discovery in the case. Plaintiffs  
 2 reserve the right to modify their allegations based on additional discovery, additional analysis of  
 3 existing discovery, discovery not yet completed and/or expert discovery, and Plaintiffs reserve the  
 4 right to supplement and/or delete the responses given in light of further evidence and further  
 5 analysis of present and subsequently acquired evidence.

6       16. In addition, in accordance with the Federal Rules of Civil Procedure, Plaintiffs  
 7 reserve the right to introduce evidence not yet identified herein supporting Plaintiffs' allegations,  
 8 including evidence that Plaintiffs expect to further develop through the course of discovery and  
 9 expert analysis. Plaintiffs reserve the right to supplement or modify any information, contention  
 10 or analysis herein, including evidentiary materials as a result of expert analysis or discovery in this  
 11 action.

12       17. Plaintiffs' Responses set forth herein are made without in any way waiving: (a) all  
 13 rights to object to these Interrogatories, the Responses, or the subject matter thereof, as to the  
 14 competency, relevancy, materiality, privilege, and admissibility as evidence for any purpose, in  
 15 any proceeding in, or at the trial of, this or any other action; (b) the right to object on any ground  
 16 to the use of these Responses, or the subject matter thereof, in any proceeding in, or at the trial of,  
 17 this or any other action; or (c) the right to object on any ground at any time to requests to admit,  
 18 Interrogatories, or other discovery procedures involving or relating to the subject matter of these  
 19 Requests.

20       18. Plaintiffs object to each Interrogatory to the extent that the information or facts  
 21 sought are contained in Plaintiffs' Consolidated Amended Complaint or publicly available  
 22 sources.

23       19. In providing responses to the Interrogatories, Plaintiffs reserve all objections as to  
 24 competency, relevance, materiality, privilege, or admissibility as evidence in any subsequent  
 25 proceeding in, or trial of, this or any other action for any purpose whatsoever.

26       20. No incidental or implied admissions are intended in these responses. Plaintiffs'  
 27 response to all or any part of any Interrogatory should not be taken as an admission that: (a)  
 28 Plaintiffs accept or admit the existence of any fact(s) set forth or assumed by the Interrogatory; or

1 (b) Plaintiffs' responses constitute admissible evidence. Plaintiffs' response to all or any part of an  
2 Interrogatory also is not intended to be, and shall not be, a waiver by Plaintiffs of all or any part of  
3 their objection(s) to that interrogatory.

4 **RESPONSES**

5 **INTERROGATORY NO. 1:**

6 Identify each Person who provided information to answer these Interrogatories.

7 **RESPONSE TO INTERROGATORY NO. 1:**

8 Subject to the General Objections, plaintiffs respond as follows:

9 Plaintiffs' Counsel.

10 **INTERROGATORY NO. 2:**

11 State with specificity the factual basis (including the Identity of each Document, Person or  
12 other evidentiary source upon which You rely) for Your allegation that Defendants conspired,  
13 combined and contracted to fix, raise, maintain, and stabilize the price at which televisions  
14 containing CRTs were sold in the United States, as alleged in, *inter alia*, Paragraph 3 of the  
15 Complaint.

16 **RESPONSE TO INTERROGATORY NO. 2:**

17 Subject to the General Objections, plaintiffs respond as follows:

18 **I. INTRODUCTION.**

19 Pursuant to the Special Master's "Report And Recommendations Regarding Discovery  
20 Motions" (Nov. 18, 2010) ("R&R") (Dkt. No. 810), *adopted by the Court in* "Order Adopting  
21 Special Master's Report Recommendations And Tentative Rulings Regarding Discovery" (Dec. 8,  
22 2010) (Dkt. No. 826), the following narrative, prepared by counsel for the Direct Purchaser  
23 Plaintiffs ("DPPs"), is intended to respond to the following discovery requests, which include this  
24 one: (1) "LGE's First Set of Requests for Production to the Direct Purchaser Plaintiffs" (March 8,  
25 2010); (2) "LGE's First Set of Interrogatories To The Direct Purchaser Plaintiffs" (March 8,  
26 2010); (3) "The First Set of Interrogatories of Defendant MT Picture Display Co., Ltd. To The  
27 Direct Purchaser Plaintiffs" (March 8, 2010); and (4) "The First Set of Document Requests of  
28 Defendant MT Picture Display Co., Ltd. To The Direct Purchaser Plaintiffs" (March 8, 2010),

1 which are referred to at pp. 1-2 & n.1 of Defendants' letter brief on their motion to compel  
 2 answers to interrogatories and document requests to the DPPs concerning Cathode Ray Tube  
 3 ("CRT") Products ("Defs.' Br.") and are appended as Exhibit A thereto. The DPPs have restated  
 4 herein and incorporate by reference (to the extent not restated) all the objections to these discovery  
 5 request contained in: (1) "Direct Purchaser Plaintiffs' Responses To LGE's First Set of Requests  
 6 for Production to the Direct Purchaser Plaintiffs" (May 7, 2010); (2) "Direct Purchaser Plaintiffs'  
 7 Responses To LGE's First Set of Interrogatories To The Direct Purchaser Plaintiffs" (May 7,  
 8 2010); (3) "Direct Purchaser Plaintiffs' Responses To The First Set of Interrogatories of  
 9 Defendant MT Picture Display Co., Ltd. To The Direct Purchaser Plaintiffs" (May 7, 2010); and  
 10 (4) "Direct Purchaser Plaintiffs' Responses To The First Set of Document Requests of Defendant  
 11 MT Picture Display Co., Ltd. To The Direct Purchaser Plaintiffs" (May 7, 2010), appended as  
 12 Exhibit C to Defs.' Br.

13 Several prefatory comments are required with respect to this narrative response.

14 *First*, in the R&R, the Special Master made it clear that he was only asking the DPPs to  
 15 provide information available to them as of March 16, 2009, the date on which the DP-CAC was  
 16 filed. As the Special Master stated,

17 Nor does this requested discovery impose an undue burden on plaintiffs. They are  
 18 not being asked to search through voluminous historical files and records. When  
 19 they prepared their complaints they had necessarily gathered some information  
 20 with respect to their allegations, and they should have that information available.

21 R&R, p. 6.

22 *Second*, this temporal limit has ramifications for how the DPPs respond to the propounded  
 23 discovery. As of March 16, 2009, the DPPs had received *no* documents from Defendants  
 24 Chunghwa Picture Tubes, Ltd. ("Chunghwa PT") and Chunghwa Picture Tubes Malaysia Sdn.  
 25 Bhd (collectively "Chunghwa" or "CGW"). What had been given to them before the filing of the  
 26 DP-CAC was an *oral proffer* by Chunghwa's counsel at which some documents in Chunghwa's  
 27 possession were quoted to the DPPs' counsel, but no electronic or hard copies of those documents  
 28 were given to the latter. Indeed, Chunghwa produced *no* documents to DPPs' counsel until *March*  
*8, 2010*, when it made a production to all parties in the case. As a result, the DPPs will not be

1 providing citations to documents produced by Chunghwa, because they did not possess them prior  
 2 to the filing of the DP-CAC.<sup>1</sup> The DPPs believe that documents produced by Chunghwa after the  
 3 filing of the DP-CAC (as well as documents produced by other Defendants) further support their  
 4 contentions regarding CRT Products, but the terms of the R&R do not require the DPPs to sort  
 5 through the voluminous productions and provide that information.

6       *Third*, while this narrative response will refer to various conspiratorial meetings described  
 7 by Chunghwa's counsel at the oral proffer, the latter made it clear that their proffer was confined  
 8 to meetings attended by representatives of Chunghwa. It is clear that there were other  
 9 conspiratorial meetings not attended by such representatives, as reflected, for example, in  
 10 documents produced by various Samsung entities in September through November of 2010.  
 11 Again, however, no discussion of these documents is contained in this narrative response.

12       *Fourth*, the Special Master noted that the discovery was relevant “[u]nder any of three  
 13 scenarios--one conspiracy alleging both CRT Products and CRTs, one conspiracy for CRTs and  
 14 one for CRT Products, or a conspiracy for CRTs which merely *impacted* the prices for CRT  
 15 Products.....” R&R at 5; emphasis in original. The Special Master is correct that it is not necessary  
 16 to decide at this juncture which of these three scenarios is applicable here; the DPPs could recover  
 17 damages under any of them. Moreover, as the DPPs have made clear throughout this case, the DP-  
 18 CAC is intended to describe the first of these scenarios--a unitary conspiracy that encompasses  
 19 both CRTs and CRT Products (including finished products, primarily televisions and computer  
 20 monitors) manufactured and sold by Defendants. *See, e.g.*, Transcript of Hearing of October 5,  
 21 2009 at 78-89, attached as Exhibit 1 to the “Declaration of Jeffrey A. Kessler” (Feb. 19, 2010)  
 22 (Dkt. No. 621); Transcript of Hearing of November 12, 2010 at 28-31. In answering these  
 23 contention interrogatories, the DPPs will respond with respect to the conspiracy that they alleged  
 24 in the DP-CAC, not the one Defendants seek to define. However, even assuming *arguendo* that  
 25 the focus of the conspiracy was on CRTs, to the extent that Defendants incorporated the price-

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26  
 27 <sup>1</sup> To the extent references are made in this response to publicly available materials, the DPPs are  
 providing citations to websites where they may be found.

1 fixed component in finished CRT Products that they then sold, they fixed the prices of those  
 2 products as well. *See Section III.D, infra.* To constitute horizontal price-fixing, the agreement  
 3 among competitors need not directly concern the final or total prices charged to customers;  
 4 agreements to fix *any* element of price have been held to constitute *per se* unlawful price-fixing of  
 5 the product or service at issue. *See Catalano, Inc. v. Target Sales, Inc.*, 446 U.S. 643, 645, 648  
 6 (1980); *Northwestern Fruit Co. v. A. Levy & J. Zentner Co.*, 665 F.Supp. 869, 871 (E.D. Cal.  
 7 1986). As the United States Supreme Court explained sixty years ago in *United States v. Socony -*  
 8 *Vacuum Oil Co.*, 310 U.S. 150, 223-24 (1940) (citations omitted):

9  
 10 Under the Sherman Act a combination formed for the purpose and with the effect  
 11 of raising, depressing, fixing, pegging, or stabilizing the price of a commodity in  
 12 interstate or foreign commerce is illegal *per se*. Where the machinery for price-  
 13 fixing is an agreement on the prices to be charged or paid for the commodity in  
 14 the interstate or foreign channels of trade, the power to fix prices exists if the  
 15 combination has control of a substantial part of the commerce in that commodity.  
 16 Where the means for price-fixing are purchases or sales of the commodity in a  
 17 market operation or, as here, purchases of a part of the supply of the commodity  
 18 for the purpose of keeping it from having a depressive effect on the markets, such  
 19 power may be found to exist though the combination does not control a  
 20 substantial part of the commodity. In such a case that power may be established if  
 21 as a result of market conditions, the resources available to the combinations, the  
 22 timing and the strategic placement of orders and the like, effective means are at  
 23 hand to accomplish the desired objective. But there may be effective influence  
 24 over the market though the group in question does not control it. Price-fixing  
 25 agreements may have utility to members of the group though the power possessed  
 26 or exerted falls far short of domination and control. Monopoly power is not the  
 27 only power which the Act strikes down, as we have said. Proof that a combination  
 28 was formed for the purpose of fixing prices and that it caused them to be fixed or  
 contributed to that result is proof of the completion of a price-fixing conspiracy  
 under § 1 of the Act.

20 In a footnote, the Court went on to explain (*id.* at 224 n.59 (citations omitted):

21  
 22 In view of these considerations a conspiracy to fix prices violates § 1 of the Act  
 23 though no overt act is shown, though it is not established that the conspirators had  
 24 the means available for accomplishment of their objective, and though the  
 25 conspiracy embraced but a part of the interstate or foreign commerce in the  
 26 commodity. Whatever may have been the status of price-fixing agreements at  
 27 common law, the Sherman Act has a broader application to them than the  
 28 common law prohibitions or sanctions. Price-fixing agreements may or may not  
 be aimed at complete elimination of price competition. The group making those  
 agreements may or may not have power to control the market. But the fact that the  
 group cannot control the market prices does not necessarily mean that the  
 agreement as to prices has no utility to the members of the combination. The  
 effectiveness of price-fixing agreements is dependent on many factors, such as  
 competitive tactics, position in the industry, the formula underlying price policies.  
 Whatever economic justification particular price-fixing agreements may be

1 thought to have, the law does not permit an inquiry into their reasonableness.  
 2 They are all banned because of their actual or potential threat to the central  
 3 nervous system of the economy. The existence or exertion of power to accomplish  
 4 the desired objective becomes important only in cases where the offense charged  
 5 is the actual monopolizing of any part of trade or commerce in violation of § 2 of  
 6 the Act, 15 U.S.C.A. § 2. An intent and a power to produce the result which the  
 7 law condemns are then necessary. As stated in *Swift & Co. v. United States*, 196  
 8 U.S. 375, 396, 25 S.Ct. 276, 279, 49 L.Ed. 518, ‘\* \* \* when that intent and the  
 9 consequent dangerous probability exist, this statute, like many others, and like the  
 10 common law in some cases, directs itself against that dangerous probability as  
 11 well as against the completed result.’ But the crime under § 1 is legally distinct  
 12 from that under §2 though the two sections overlap in the sense that a monopoly  
 13 under § 2 is a species of restraint of trade under § 1. Only a confusion between the  
 14 nature of the offenses under those two sections would lead to the conclusion that  
 15 power to fix prices was necessary for proof of a price-fixing conspiracy under § 1.

16 **II. RELEVANT INFORMATION OBTAINED FROM THE ORAL PROFFER BY  
 17 CHUNGHWA.**

18 The information provided by Chunghwa consisted of an overview of the CRT industry,  
 19 detailed descriptions of each participant in the alleged conspiracy of which Chunghwa was aware,  
 20 an explanation of how the alleged conspiracy worked over time, and a description of the times  
 21 and places of, and attendees at, various meetings in Asia in which representatives of Chunghwa  
 22 participated. As noted above, there were meetings in Asia that Chunghwa did not attend. There  
 23 were also meetings in geographic regions other than Asia that Chunghwa did not attend, because it  
 24 had no operations in those regions.

25 **A. Scope Of The Alleged Conspiracy.**

26 The unitary conspiracy alleged in the DP-CAC encompassed: (a) color picture tubes (“CPTs”),  
 27 which are CRTs used in color televisions and similar devices; (b) color display tubes (“CDTs”),  
 28 which are CRTs used in color computer monitors or similar devices; and (c) electronic devices  
 29 containing CPTs (such as televisions) or CDTs (such as computer monitors).

30 With respect to CRT Products, Defendants or their agents agreed, *inter alia*, to: (a) fix  
 31 target prices and price guidelines; (b) exchange pertinent information on, *inter alia*, shipments,  
 32 prices, production, and customer demand; (c) coordinate public statements regarding available  
 33 capacity and supply; (d) resolve issues created by asymmetrical vertical integration among some  
 34 of the co-conspirators; (e) keep their collusive meetings secret; (f) expose cheating on the  
 35 agreements and to discuss the reconciliation of accounts; (g) allocate market share of overall sales;  
 36 (g) influence and, at times, coordinate pricing with producers in other geographic areas; (h) limit

1 competition for certain key customers; (i) allocate customers; (j) allocate each producer's share of  
 2 certain key customers' sales; and (k) restrict output.

3 The conspiracy alleged in the DP-CAC began in 1995 and initially consisted of bilateral  
 4 meetings between various Defendants. The first report Chunghwa had of a bilateral meeting was  
 5 one that occurred on March 3, 1995. The bilateral meetings continued until at least March of 2006.  
 6 Over 240 such bilateral meetings occurred during the Class Period identified in the DP-CAC  
 7 (March 1, 1995 through November 25, 2007). As noted earlier, representatives of Chunghwa did  
 8 not attend every meeting. The meetings took various forms and were attended by different  
 9 individuals of the respective Defendant companies or corporate families. The bilateral meetings  
 10 encompassed: (1) information exchanges between working level sales or marketing; (2) meetings  
 11 between the senior sales management or senior company management intended to resolve disputes  
 12 arising out of a failure to reach agreements or intended to follow up on group meeting discussions;  
 13 and (3) meetings between the employees of a company who regularly attended group meetings,  
 14 and employees of a company who did not, for the purpose of coordination.

15 *Ad hoc* multilateral meetings in furtherance of the unitary conspiracy alleged in the DP-  
 16 CAC commenced in 1995. There is a report of one such meeting in 1995, and three such meetings  
 17 in 1996. Beginning in 1997, more regular and systematic group meetings began occurring. Over  
 18 260 such meetings occurred during the Class Period. Again, Chunghwa did not attend all of these  
 19 meetings. At some point, these meetings became known as "Glass Meetings" or "GSM." In  
 20 general, the types of meetings were:

21  
 22 "Top Meetings" – meetings held by individuals at highest level of the company.  
 23 These happened less frequently, typically quarterly and were focused on longer  
 24 term agreements and dispute resolution. Top Meetings occurred in South Korea,  
 Taiwan, and China.

25 "Management Meetings" – meetings held by high-level sales executives. These  
 26 meetings occurred more frequently, typically monthly, and handled  
 27 implementation of agreements made at Top Meetings. Management level  
 28 meetings occurred in South Korea, Taiwan, China, Indonesia, Japan, and  
 Thailand.

1       **“Working Level Meetings”** – lower level sale and marketing employees meet to  
 2       exchange data and discuss pricing. Working level meetings occurred in South  
 3       Korea, Taiwan, and China.

4       **“Green Meetings”** – meetings on golf courses.<sup>2</sup>

5       There were distinct Glass Meetings with respect to CPTs and CDTs, although many of the  
 6       participants overlapped. Initially, the CPT and CDT meetings were held back to back at the same  
 7       locations. At meetings held on May 23, 2000, the attendees raised confidentiality concerns about  
 8       the information discussed at meetings, so the participants agreed that CPT and CDT meetings  
 9       would be held on separate days and that limits would be placed on the number of attendees,  
 10      starting after June 2000 meeting. The last CPT group meeting attended by Chunghwa occurred in  
 11      February of 2007. The group was scheduled to meet again on April 5 and 6, 2007, but Chunghwa  
 12      did not attend this meeting.

13      **B. Participants In The Alleged Conspiracy**

14      The participants in the unitary conspiracy alleged in the DP-CAC included: Chunghwa  
 15      (and through it, Tatung Corporation); Thai-CRT Co., Ltd. (“Thai CRT”); the Daewoo Group  
 16      (partly through its subsidiaries DOSA and Orion Electric Co. (“Orion”)) (“collectively  
 17      “Daewoo”); Beijing Matsushita Color Display Co. (“BMCC”); Matsushita Toshiba Picture  
 18      Display Co., Ltd. (“MTPD”); Samtel Color, Ltd. (“Samtel”); and entities that are or were part of  
 19      the Hitachi, Toshiba, Samsung, LG Electronics, Panasonic (formerly Matsushita), Philips, and  
 20      Irico corporate families.<sup>3</sup> Those Defendants who are part of specific corporate families are referred  
 21      to collectively in the DP-CAC by the name of that corporate family and those collective references  
 22      are incorporated in this narrative response. *See* DP-CAC ¶¶ 36, 40, 45, 50, 57, 67, 78. As  
 23      explained in the DP-CAC at paragraph 154:

24      

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 25      <sup>2</sup> These meetings also occurred in Europe and Latin America; Chunghwa did not attend the latter,  
 26      because it had no operations in that region. The meetings in Europe will be referred to herein as  
 27      “Europe Meetings.” These meetings also included multilateral meetings in China that will be  
 28      referred to herein as “China meetings.”

29      <sup>3</sup> The LG entities included LG. Philips Displays, which later became LP Displays International,  
 30      L.P. (collectively “LPD”).

1 When Plaintiffs refer to a corporate family or companies by a single name in their  
 2 allegations of participation in the conspiracy, it is to be understood that the  
 3 Plaintiffs are alleging that one or more employees or agents of entities within the  
 4 corporate family engaged in conspiratorial meetings on behalf of every company  
 5 in that family. In fact, the individual participants in the conspiratorial meetings  
 6 and discussions did not always know the corporate affiliation of their  
 7 counterparts, nor did they distinguish between the entities within a corporate  
 8 family. The individual participants entered into agreements on behalf of, and  
 9 reported these meetings and discussions to, their respective corporate families. As  
 10 a result, the entire corporate family was represented in meetings and discussions  
 11 by their agents and was parties to the agreements reached in them. For the various  
 12 meeting participants identified below, in many instances, their high-ranking  
 13 executives participated in a significant number of the meetings described.

14       **Chunghwa** participated in over 240 illegal bilateral and over 260 illegal group meetings  
 15 between 1995 and 2007 (summarized in the grid below) in which unlawful agreements as to, *inter*  
 16 *alia*, price, output restrictions, and customer and market allocation of CRT Products occurred.  
 17 These meetings took place in Southeast Asia, China, Europe and Scotland. Among the  
 18 representatives of Chunghwa who participated in these meetings were C.Y. Lin, C.C. Liu, Michael  
 19 Du, Tony Cheng, and Christina Hsieh.

20       **Daewoo** participated in multiple illegal bilateral and at least several dozen group meetings  
 21 from 1996 to 2004 in which unlawful agreements as to, *inter alia*, price, output restrictions, and  
 22 customer and market allocation of CRT Products occurred. These included at least four bilateral  
 23 meetings, 15 Top Meetings, 17 Management Meetings, 57 Glass Meetings, 15 Working Level  
 24 meetings, 22 China Meetings, five Europe Meetings, one audit and four Green Meetings. These  
 25 meetings occurred in China, South Korea, Malaysia, Taiwan, Thailand, and the U.K. Among the  
 26 executives who attended these meetings on behalf of the Daewoo corporate family were H.C.  
 27 Moon and Karl Min.

28       **Hitachi** participated in over a dozen illegal bilateral and group meetings from 1996  
 29 through at least 2001 in which unlawful agreements as to, *inter alia*, price, output restrictions, and  
 30 customer and market allocation of CRT Products occurred. These included at least two bilateral  
 31 meetings, five Management Meetings, two Glass Meetings, one Working Level meeting, and 22  
 32 China Meetings. These meetings took place in Taiwan and China.

1       **Irico** participated in multiple illegal bilateral and at least several dozen illegal group  
 2 meetings from 1998 to 2006 in which unlawful agreements as to, *inter alia*, price, output  
 3 restrictions, and customer and market allocation of CRT Products occurred. These included at  
 4 least eight bilateral meetings, 31 China Meetings, and two Europe Meetings. These meetings took  
 5 place in China and Europe. Among the executives who attended these meetings on behalf of the  
 6 Irico corporate family were Ma Jinquan and Chao Wang.

7       **LG** participated in more than a dozen illegal bilateral and more than a hundred illegal  
 8 group meetings from 1995 to 2006 ((including its participation through LPD) in which unlawful  
 9 agreements as to, *inter alia*, price, output restrictions, and customer and market allocation of CRT  
 10 Products occurred. These included at least four bilateral meetings, 19 Top Meetings, 33  
 11 Management Meetings, 114 Glass Meetings, 17 Working Level meetings, 25 China Meetings, two  
 12 Europe Meetings, one audit and 17 Green Meetings. These meetings took place in Taiwan, South  
 13 Korea, Indonesia, Thailand, Singapore, Malaysia, and China. Among the executives who attended  
 14 these meetings on behalf of the LG corporate family were Jim Smith, K.S. Cho, S.Y. Choi, and  
 15 C.G. Kim.

16       **Panasonic** participated in several dozen illegal bilateral and group meetings from 1996  
 17 through at least 2006 in which unlawful agreements as to, *inter alia*, price, output restrictions, and  
 18 customer and market allocation of CRT Products occurred. These included at least 43 bilateral  
 19 meetings, one Glass Meeting, and one Working Level Meeting. These meetings took place in  
 20 Taiwan, Malaysia, and China.

21       **Philips** participated in over 100 illegal bilateral and group meetings from 1996 through  
 22 2007 (including its participation through LG. Philips Display Co. (Later LP Display, Inc.)  
 23 ("LPD")) in which unlawful agreements as to, *inter alia*, price, output restrictions, and customer  
 24 and market allocation of CRT Products occurred. These included at least four bilateral meetings,  
 25 17 Top Meetings, 32 Management Meetings, 98 Glass Meetings, 19 Working Level meetings, 35  
 26 China Meetings, eight Europe Meetings, and 16 Green Meetings. These meetings occurred in  
 27 South Korea, Taiwan, China, Malaysia, Japan, Singapore, Thailand, Indonesia, Scotland, and  
 28

1 various locations in Europe. Among the executives who attended these meetings on behalf of the  
 2 Philips corporate family were Jim Smith, Jerry Lin, S.Y. Choi, and C.G. Kim.

3 **Samsung** participated in hundreds of illegal bilateral and illegal group meetings from 1995  
 4 through at least 2006 in which unlawful agreements as to, *inter alia*, price, output restrictions, and  
 5 customer and market allocation of CRT Products (including CDT Products and CPT Products)  
 6 occurred. These included at least 77 bilateral meetings, 22 Top Meetings, 35 Management  
 7 Meetings, 121 Glass Meetings, 20 Working Level meetings, 38 China Meetings, three Europe  
 8 Meetings, four audits and 17 Green Meetings. These meetings occurred in South Korea, Taiwan,  
 9 China, Malaysia, Japan, Singapore, Thailand, the United Kingdom, and various locations in  
 10 Europe. Among the Samsung executives who attended these meetings on behalf of the Samsung  
 11 corporate family were Inn Kim and Deok Yon Kim.

12 **Thai CRT** participated in over 50 illegal bilateral and group meetings between 1998 and  
 13 2006 in which unlawful agreements as to, *inter alia*, price, output restrictions, and customer and  
 14 market allocation of CPT Products occurred. These included at least five bilateral meetings, five  
 15 Management Meetings, 40 Glass Meetings, one Working Level meeting, one China Meeting, and  
 16 one Green Meeting. These meetings occurred in Taiwan, South Korea, Thailand, Malaysia,  
 17 Indonesia, Singapore, and China. Among the executives who attended these meetings on behalf of  
 18 the Thai CRT corporate family were Chaovalit Ekabut and Thamasak Chaiyavech.

19 **BMCC** participated in at over 20 illegal bilateral group meetings between 1998 and 2007  
 20 in which unlawful agreements as to, *inter alia*, price, output restrictions, and customer and market  
 21 allocation of CRT Products occurred. These included at least one bilateral meeting and 28 China  
 22 Meetings. These meetings occurred in China.

23 **MTPD** participated in at several dozen illegal bilateral and group meetings between 2003  
 24 and 2006 in which unlawful agreements as to, *inter alia*, price, output restrictions, and customer  
 25 and market allocation of CPT Products occurred. These included at least 24 Glass Meetings. These  
 26 meetings occurred in Malaysia, Thailand, Singapore, Taiwan, and Indonesia. Among the MTPD  
 27 executives who attended these meetings on behalf of the Panasonic and Toshiba corporate families  
 28 was Kazuteru Yasakawa.

1       **Toshiba** participated in over 50 illegal bilateral and group meetings between 1995 and  
 2 2006 (including its participation through MTPD) in which unlawful agreements as to, *inter alia*,  
 3 price, output restrictions, and customer and market allocation of CRT Products occurred. These  
 4 included at least 50 bilateral meetings and four Glass Meetings. These meetings occurred in  
 5 Taiwan, Thailand, and Indonesia. Among the executives who attended these meetings on behalf of  
 6 the Toshiba corporate family were Masaru Ohmori and Seiichi (or Shigishi) Fukunaga.

7       **Samtel** participated in two illegal bilateral meetings between 1998 and 2006 in which  
 8 unlawful agreements as to, *inter alia*, price, output restrictions, and customer and market  
 9 allocation of CPT Products occurred. These meetings occurred in Malaysia. Sunil Kakria was  
 10 involved in these meetings on behalf of Samtel.

11       Chunghwa routinely prepared internal reports of the various bilateral and Glass Meetings.  
 12 After any meeting with customers, competitors, or others outside the company, a junior level  
 13 employee attending the meeting was responsible for preparing a written report. The resultant  
 14 document was circulated up the intracorporate chain of authority – first to a direct supervisor, and  
 15 stopping at a senior sales manager, vice-president, or the president/CEO level. At each level of  
 16 the chain of distribution, the reviewer initialed the report. A reviewer also often wrote comments  
 17 or directions for subordinates on the face of the report, and those subordinates would receive those  
 18 communications as the report circulated back down the chain of authority. These reports were later  
 19 produced by Chunghwa as part of its 2010 document production.

20       Based on these reports, Chunghwa gave DPPs' counsel a summary of the various  
 21 conspiratorial meetings that occurred for which a report had been prepared. The following grid  
 22 represents relevant portions of that summary, listing the type of meeting, the date and place of  
 23 each meeting, and the corporate (and sometimes individual) participants.

24

25

<b>Date</b>	<b>Location</b>	<b>Meeting Type</b>	<b>Business Participants (Defendants)</b>
March 22, 1995	Malaysia	Bilateral	Samsung; CGW
May 29, 1995	Malaysia	Bilateral	Lucky Goldstar Electronics, which is now LG; CGW

1	June 29, 1995	Malaysia	Bilateral	Samsung; CGW
2	July 17, 1995	Unknown	Bilateral	Samsung; CGW
3	Aug. 16, 1995	Malaysia	Bilateral	Samsung; CGW
4	Aug. 23, 1995	Taiwan, Taipei	Bilateral Sa	msung; CGW
5	Sept 7, 1995	Taiwan, Taipei	Bilateral Toshiba;	CGW
6	Sept. 18, 1995	Unknown	Bilateral	Samsung; CGW
7	Sept. 19, 1995	Malaysia	Bilateral	Samsung (M); CGW
8	Sept. 22, 1995	Unknown	Bilateral	Toshiba; CGW
9	Oct. 5, 1995	Taiwan	Glass	Samsung; Goldstar (now LG); CGW
10	Nov. 14, 1995	Unknown	Bilateral	Sony; CGW
11	Dec. 4, 1995	Taiwan	Bilateral Mitsubishi	Electric; CGW
12	Dec. 5, 1995	Unknown	Bilateral	LG; CGW
13	Dec. 6, 1995	Malaysia	Bilateral	Samsung; CGW
14	Dec. 15, 1995	Taiwan	Bilateral	Sony Xinji Electronics; CGW
15	Feb. 2, 1996	Malaysia	Bilateral	Samsung; CGW
16	Feb. 9, 1996	Thailand	Bilateral	Toshiba; CGW
17	March 4, 1996	Unknown	Bilateral Daewoo;	CGW
18	March 17-18, 1996	Korea	Unknown	Samsung; LG; Orion; Philips; CGW
19	March 19, 1996	Malaysia	Bilateral	Samsung; CGW
20	April 15, 1996	Taiwan	Bilateral	Samsung; CGW
21	April 18, 1996	Taiwan, Taipei	Bilateral Sa	msung; CGW
22	April 18, 1996	Taiwan, Taipei	Bilateral Sony;	CGW
23	April 23, 1996	Malaysia	Bilateral Matsushita;	CGW
24	April 29, 1996	Unknown	Bilateral	Toshiba; CGW
25	May 6, 1996	Taiwan	Bilateral	MEC; CGW
26	May 7, 1996	By Telephone	Unknown	Samsung, LG; CGW
27	May 17, 1996	Malaysia	Bilateral	Samsung; CGW

1	May 17, 1996	Unknown	Bilateral	Orion; CGW
2	May 24, 1996	Malaysia	Bilateral	Orion; CGW
3	June 10, 1996	Malaysia	Bilateral	Samsung; CGW
4	June 10, 1996	Unknown	Bilateral	Samsung; CGW
5	June 12, 1996	Unknown	Bilateral	Mitsubishi; CGW
6	June 12, 1996	Malaysia	Bilateral	LG; CGW
7	June 17, 1996	Unknown	Bilateral	Toshiba; CGW
8	July 17, 1996	Taiwan	Bilateral Matsushita; CGW	
9	July 19, 1996	Unknown	Bilateral	Toshiba; CGW
10	Aug. 21, 1996	Unknown	Bilateral	Samsung; CGW
11	Sept. 4, 1996	Unknown	Bilateral	Toshiba; CGW
12	Sept. 11, 1996	Malaysia	Bilateral	Samsung; CGW
13	Sept. 23, 1996	Taiwan Taipei	Bilateral Hitachi; CGW	
14	Oct. 2, 1996	Taiwan Taipei	Bilateral Samsung; CGW	
15	Oct. 3, 1996	Taiwan	Bilateral	Toshiba; CGW
16	Oct. 4, 1996	Unknown	Unknown	Philips; CGW
17	Oct. 9, 1996	Taiwan, Taipei	Bilateral Toshiba; CGW	
18	Oct. 21, 1996	Malaysia	Bilateral	Samsung; CGW
19	Oct. 22, 1996	Taiwan	Bilateral	Philips; CGW
20	Oct. 22, 1996	Scotland	Bilateral	Samsung; CGW
21	Oct. 24, 1996	Unknown	Bilateral	LG; CGW
22	Oct. 30, 1996	Taiwan	Bilateral	Matsushita; CGW
23	Nov. 14, 1996	Taiwan	Bilateral	Samsung ; CGW
24	Nov. 21, 1996	Taiwan	Bilateral	Hitachi; CGW
25	Nov. 21, 1996	Unknown	Bilateral	Mitsubishi Electric; CGW
26	Nov. 23, 1996	Unknown	Top Level	<u>Samsung</u> : CEO Sun <u>Orion</u> : CEO Yan
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1			CGW: Chieng – Yuan (“C.Y.”) Lin; Chih – Chun (“C.C.”) Liu; Jing – Song (“Jason”) Lu; President Fang
2	Nov. 25, 1996	Unknown	Management Hitachi; Samsung; CGW
3	Nov. 26, 1996	Unknown	Bilateral Samsung; CGW
4	Nov. 27, 1996	By telephone	Bilateral Samsung; CGW
5	Dec. 2, 1996	Malaysia	Bilateral Samsung; CGW
6	Dec. 18, 1996	Unknown	Bilateral Samsung; CGW
7	Jan. 8, 1997	Taiwan	Bilateral Samsung; CGW
8	Jan. 9, 1997	Taiwan	Bilateral Matsushita; CGW
9	Jan. 10, 1997	Taiwan	Bilateral Hitachi; CGW
10	Jan. 10, 1997	Taiwan	Bilateral Toshiba; CGW
11	Jan. 15, 1997	Taiwan Taipei	Bilateral LG; CGW
12	Jan. 28, 1997	Unknown	<u>Samsung</u> : Mr. Na; Mr. Ha; Mr. Lee <u>Philips</u> : President Yu <u>Orion</u> : Mr. Moon; Mr. Hee Kil Moon <u>CGW</u> : C.Y. Lin; C.C. Liu; Wen – Chun (Tony) Cheng; Ching-Yuan (Michael) Du
13	Feb. 24, 1997	Taiwan	Bilateral Samsung; CGW
14	Feb. 24, 1997	Taiwan Taipei	Bilateral LG, maybe Samsung; CGW
15	Feb. 25, 1997	Unknown	<u>Samsung</u> Ming-Pei Song; Mr. Yoon; Mr. Na <u>LG</u> Taipei President Lin <u>Philips</u> Market Sales Senior Manager Tseng;
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1			CGW C.Y. Lin. C.C. Liu, Tony Cheng, Michael Du, Plant Manager Chen
2	Feb. 27, 1997	Unknown	Bilateral Toshiba; CGW
3	Feb. 27, 1997	Unknown	Bilateral Daewoo; CGW
4	March 4, 1997	Taiwan	Bilateral Matsushita: CGW
5	March 12, 1997	Unknown	Working Level Samsung, Hitachi, LG, Orion, MEC, Philips; CGW
6	March 12, 1997	Unknown	Unknown Samsung, LG, Toshiba, Daewoo, and Thai CRT; CGW
7	March 12, 1997	Unknown	Glass Samsung, LG, Daewoo, Philips, Hitachi, and Matsushita: CGW
8	March 19, 1997	Unknown	Working Samsung, Philips, Orion, LG: CGW
9	March 26, 1997	Unknown	Glass Samsung, Philips; CGW
10	April 7, 1997	Taiwan Taipei	Bilateral Toshiba: CGW
11	April 8, 1997	Unknown	Bilateral Samsung; CGW
12	April 9, 1997	Taiwan	Bilateral Matsushita Electronics; CGW
13	April 23, 1997	Unknown	Glass Samsung, Philips, Orion; CGW
14	April 23, 1997	Unknown	Bilateral Matsushita; CGW
15	April 29, 1997	Taiwan	Bilateral Hitachi; CGW
16	May 2, 1997	Unknown	Bilateral Samsung; CGW
17	May 9, 1997	Unknown	Working Level Samsung, LG, Orion, and Philips; CGW
18	May 16, 1997	Unknown	Glass Samsung, LG; CGW
19	May 20, 1997	Taiwan	Glass Samsung, Philips, LG; CGW
20	May 20, 1997	Malaysia	Bilateral Samsung: CGW
21	May 20, 1997	Unknown	Bilateral Orion; CGW
22	May 23, 1997	Malaysia	Bilateral Matsushita; CGW
23	May 27, 1997	Taiwan Taipei	Bilateral Toshiba; CGW
24	June 4, 1997	Unknown	Samsung;

1			CGW	
2	June 5, 1997	Unknown	Bilateral	Samsung; CGW
3	June 9, 1997	Korea	Top Level	Orion (Director Wen), Samsung (Director Luo); CGW (C.Y. Lin, C.C. Liu)
4	June 16, 1997	Taiwan	Bilateral	Orion (Taipei); CGW
5	July 2, 1997	Unknown	Bilateral	Samsung; CGW
6	July 4, 1997	Unknown	Bilateral	Toshiba; CGW
7	July 8, 1997	Unknown	Bilateral	Samsung; CGW
8	July 9, 1997	Taiwan Taipei	Bilateral Matsushita	Matsushita Electric Co.; CGW
9	July 16, 1997	Unknown	Bilateral	Toshiba; CGW
10	July 18, 1997	Unknown	Bilateral	Samsung; CGW
11	Aug. 1, 1997	Unknown	Bilateral Meeting	Samsung; CGW
12	Aug. 18, 1997	Unknown	Bilateral	Samsung; CGW
13	Aug. 29, 1997	Unknown	Bilateral	Toshiba; CGW
14	Sept. 8, 1997	By telephone	Bilateral	Samsung; CGW
15	Sept. 9, 1997	Malaysia	Bilateral	Samsung; CGW
16	Sept. 12, 1997	Bilateral	Taiwan	Matsushita; CGW
17	Sept. 22, 1997	Singapore	Bilateral	LG; CGW
18	Sept. 29, 1997	Unknown Bilateral	Toshiba;	CGW
19	Oct. 6, 1997	Taiwan	Bilateral	Toshiba; CGW
20	Oct. 9, 1997	Taiwan	Glass	Samsung, Philips; CGW
21	Oct. 13, 1997	Unknown	Bilateral	MEC; CGW
22	Oct. 15, 1997	Malaysia	Bilateral	MEC; CGW
23	Oct. 20, 1997	Unknown	Bilateral	Samsung; CGW
24	Oct. 30, 1997	Taiwan	Glass	Samsung, Philips; CGW
25	Nov. 4, 1997	Malaysia	Bilateral	Samsung; CGW
26	Nov. 6, 1997	By telephone	Bilateral	Orion; CGW
27	Nov. 7, 1997	Taiwan Taipei	Bilateral Matsushita	Matsushita; CGW

1	Nov. 11, 1997	Unknown	Bilateral	Samsung; CGW
2	Nov. 21, 1997	Taiwan	Glass	Samsung, Philips, LG; CGW
3	Nov. 24, 1997	Unknown	Bilateral	Thai – CRT; CGW
4	Dec. 8, 1997	Malaysia	Bilateral	Samsung; CGW
5	Dec. 9, 1997	Taiwan	Glass	Samsung, Orion; CGW
6	Dec. 24, 1997	Taiwan	Bilateral Matsushita; CGW	
7	Jan. 5, 1998	Unknown	Bilateral	Samsung; CGW
8	Jan. 14, 1998	Taiwan	Bilateral	Samsung; CGW
9	Jan. 14, 1998	Unknown	Bilateral	Toshiba; CGW
10	Jan. 16, 1998	Taiwan Taipei	Bilateral Matsushita; CGW	
11	Jan. 19, 1998	Unknown	Bilateral	Samsung; CGW
12	Jan. 19, 1998	Unknown	Bilateral	Matsushita; CGW
13	Jan. 20, 1998	Taiwan	Bilateral	Toshiba; CGW
14	Feb. 11, 1998	Taiwan, Taipei	Bilateral Matsushita; CGW	
15	Feb. 12, 1998	Unknown	Bilateral	Samsung; CGW
16	Feb. 18, 1998	Taiwan, Taipei	Bilateral LG; CGW	
17	Feb. 19, 1998	Taiwan	Bilateral	Samsung; CGW
18	Feb. 20, 1998	Taiwan	Bilateral	Orion; CGW
19	Feb. 24, 1998	Taiwan	Bilateral	Samsung; CGW
20	March 4, 1998	Unknown	Glass	Samsung, Philips, Orion; CGW
21	March 4, 1998	Unknown	Bilateral	LG; CGW
22	March 11, 1998	Taiwan	Bilateral	Toshiba; CGW
23	March 20, 1998	Taiwan Taipei	Bilateral Matsushita; CGW	
24	March 25, 1998	Taiwan	Bilateral	Samsung
25	March 30, 1998	Taiwan Taipei	Glass	Samsung, LG, Orion; CGW
26	April 1998 (no date available)	China Bilateral		Nanjing Huafei (part of LPD group); CGW
27	April 9, 1998	Taiwan	Bilateral	Samsung; CGW
28	April 14, 1998	Unknown	Bilateral	Samsung;

1			CGW
2	April 14, 1998	Taiwan	Bilateral
3	April 15, 1998	Taiwan	Bilateral
4	April 15, 1998	Taiwan	Bilateral Matsushita; CGW
5	April 21, 1998	Taiwan, Taipei	Bilateral LG; CGW
6	April 23, 1998	Unknown	Bilateral
7	April 24, 1998	Malaysia	Bilateral
8	April 28, 1998	Taiwan	Bilateral
9	May 5, 1998	Malaysia	Glass
10	Mary 13, 1998	Unknown	Bilateral
11	May 18, 1998	Unknown	Bilateral
12	May 18, 1998	Unknown	Bilateral
13	May 27, 1998	Taiwan Taipei	Bilateral
14	June 1, 1998	Korea	GLASS
15	June 10, 1998	Taiwan Taipei	Bilateral
16	June 29, 1998	Unknown	Bilateral
17	July 3, 1998	Taiwan Bilateral	ral
18	July 3, 1998	Taiwan Bilateral	ral
19	July 8, 1998	Malaysia Bilateral	ral
20	July 9, 1998	Unknown Bilateral	
21	July 14, 1998	Malaysia Bilateral	
22	July 28, 1998	Malaysia Bilateral	
23	Aug. 5, 1998	China	China meeting
24	Aug. 20, 1998	Unknown	Bilateral
25	Aug. 21, 1998	Unknown	Bilateral
26	Aug. 25, 1998	Malaysia	Working-level
27	Aug. 25, 1998	Taiwan Taipei	Bilateral
28	Sept. 4, 1998	China	China meeting

1	(Nanjing)		Orion; LG; CGW
2	Sept. 7, 1998	Unknown	Glass
3	Sept. 15, 1998	Unknown Bilateral	Panasonic; CGW
4	Sept. 26, 1998	Unknown	Samsung; LG; Orion; Thai CRT; CGW
5	Sept. 26, 1998	Unknown Bilateral	Matsushita; CGW
6	Oct. 9, 1998	China (Fuzhou)	Samsung; Philips; Orion; LG; Irico; CGW
7	Oct. 14, 1998	Unknown Bilateral	Samsung; CGW
8	Oct. 15, 1998	Taiwan Bilateral	Toshiba; CGW
9	Oct. 15, 1998	Taiwan Bilateral	Matsushita; CGW
10	Oct. 28, 1998	Unknown Europe	LG; Orion; Samsung; Philips; CGW
11	Nov. 6, 1998	China (Xi'an)	Philips; Samsung; Orion; Irico; BMCC; CGW
12	Nov. 20, 1998	Unknown Bilateral	Hitachi; CGW
13	Nov. 27, 1998	Unknown	Samsung; LG; Orion; Thai CRT; CGW
14	Dec. 8-10, 1998	China (Beijing)	Philips; Samsung; LG; Orion; Irico; BMCC; CGW
15	Dec. 11, 1998	Unknown Bilateral	Matsushita; CGW
16	Dec. 16, 1998	Taiwan Bilateral	Toshiba; CGW
17	Dec. 17, 1998	Unknown Bilateral	LG; CGW
18	Dec. 18, 1998	Unknown Bilateral	Mitsubishi; CGW
19	Dec. 28, 1998	China (Xiamen)	Philips; Samsung; Orion; Irico; CGW
20	Jan. 8, 1999	China (Xiamen)	Samsung; Huafei; Orion; Irico; Philips; CGW
21	Jan. 13, 1999	Unknown	Samsung; Philips; Orion; LG; CGW
22	Jan. 18, 1999	Taiwan Top-level	<u>Samsung</u> : Mr. Inn Kim, Mr. D.Y. Kim, Mr. Na, Mr. Ha, Mr. J.I. Lee <u>LG</u> : S.Y. Choi, C.S. Jeon, Mr. K.Y. Ko, J.M. Park <u>Orion</u> : H.C. Moon, K.H. Kang, J.H. Moon
23		meeting	
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1			<u>Philips</u> : David Chang, Jerry Lin, Mr. Rosa Hu
2			<u>CGW</u> : C.Y. Lin, C.C. Liu, Tony Cheng, Sheng – Jen (S.J.) Yang, Michael Du, Chun-Mei (Christina) Hsieh
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5	Jan. 22, 1999	Unknown	Bilateral meeting
6	Jan. 30, 1999	Unknown	Bilateral meeting
7	Feb. 2, 1999	China (Shenzhen)	China meeting
8	Feb. 10, 1999	Unknown	Glass meeting
9	Feb. 16, 1999	Unknown	Glass meeting
10	Feb. 23, 1999	Taiwan	Bilateral meeting
11	March 1, 1999	Unknown	Working-level meeting
12	March 5, 1999	Malaysia	Glass meeting
13	March 6, 1999	Malaysia	Green meeting
14	March 7, 1999	Malaysia	Glass meeting
15	March 11, 1999	Telephonic	Bilateral meeting
16	March 15, 1999	Unknown	Working-level meeting
17	March 24, 1999	Taiwan Taipei	Bilateral meeting
18	April 2, 1999	China (Nanjing)	China meeting
19	April 9, 1999	Indonesia	Glass meeting
20	April 14, 1999	Unknown	Top-level meeting
21			<u>Samsung</u> : In Kim, D.Y. Kim, Mr. Lee Jae In
22			<u>LG</u> : Mr. K.S. Cho, Mr. C.S. Jeon, Mr. K.Y. Ko
23			<u>Orion</u> : Mr. H.C. Moon, Mr. K.H. Kang, Mr. S. Y. Byun, Mr. Jimmy Kim
24			<u>Philips</u> : Mr. David Chang, Mr. Jerry Lin
25			<u>CGW</u> : C.Y. Lin, C.C. Liu, Michael
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1			Du
2	April 15, 1999	Korea Management meeting	Samsung; Orion; LG; CGW
3	April 28, 1999	Unknown	Glass meeting
4	May 6, 1999	China (Xi'an)	China meeting
5	May 6, 1999	Unknown	Bilateral meeting
6	May 7, 1999	China (Xi'an Xianying)	Bilateral meeting
7	May 10, 1999	Korea Seoul	Glass meeting
8	May 12, 1999	Unknown	Working-level meeting
9	May 12, 1999	Unknown	Working-level meeting
10	May 20, 1999	Unknown	Top-level meeting
11			<u>Samsung</u> : Mr. Inn Kim, Michael Son, Mr. Ha
12			<u>Orion</u> : Mr. H.C. Moon, Mr. J.W. Moon, Mr. Karl Min, Mr. J.H. Moon
13			<u>LG</u> : Mr. S.Y. Choi, Mr. G.I. Choi, Mr. S.H. Jo, Mr. S.M. Ahn
14			<u>CGW</u> : C.Y. Lin, C.C. Liu, Michael Du, Christina Hsieh
15	May 21, 1999	China	Management meeting
16	May 24, 1999	Telephonic	Bilateral meeting
17	June 1, 1999	Taiwan Management	ent meeting
18	June 4, 1999	China (Shenzhen)	China meeting
19	June 21, 1999	Unknown	Glass meeting
20	June 21, 1999	Unknown	Glass
21	June 22, 1999	Unknown	Glass
22	June 23, 1999	Korea	Top
23			<u>Samsung</u> (Mr. Inn Kim, D.Y. Kim, Mr. J.I. Lee, Mr. Ha)
24			<u>Philips</u> (David Chang, Jerry Lin, Ms. Rosa Hsu)
25			<u>Orion</u> (Mr. H.C. Moon, Mr. K.H. Kang, Mr. J.H. Moon, Mr. Jimmy Kim), and LG (Mr. K.S. Cho, Mr. C.S. Jeon, Mr. J.M. Park, Mr. K.Y.
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1			Ko);  <u>CGW</u> (C.Y. Lin, Tony Cheng, Michael Du, Christina Hsieh)
2	June 28, 1999	Unknown	Matsushita; <u>CGW</u>
3	July 6, 1999	Taiwan Taipei	Bilateral LG;
4	July 7, 1999	Unknown	Bilateral
5	July 9, 1999	China (Fuzhou)	Samsung; <u>CGW</u>
6	July 13, 1999	China (Tianjin)	China
7	July 20, 1999	Unknown	Orion, Philips, and Irico; <u>CGW</u>
8	July 23, 1999	Taiwan	Bilateral Matsushita
9			Samsung (Mr. In Kim, Mr. D.Y. Kim, Mr. Lee Jae In, Mr. Ha)
10			<u>LG</u> (Mr. S.Y. Choi, Mr. C.S. Jeon, Mr. Johnny Song, Mr. K.Y. Ko)
11			<u>Orion</u> (Mr. H.C. Moon, Mr. J.H. Moon, Mr. K.H. Kang, Mr. D.W. Yoon)
12			<u>Philips</u> (Mr. David Chang, Mr. Jerry Lin, Mr. Rosa Hu)
13			<u>CGW</u> (C.Y. Lin, C.C. Liu, Tony Cheng, Michael Du)
14	July 28, 1999	Unknown	Glass
15			Samsung, LG, Orion, and Philips; <u>CGW</u>
16	July 28, 1999	Taiwan Taipei	Bilateral Toshiba; <u>CGW</u>
17	July 29, 1999	Malaysia	Bilateral Matsushita
18	Aug. 4, 1999	Unknown	Working
19			Samsung, Philips, Orion, and LG; <u>CGW</u>
20	Aug. 4, 1999	Malaysia	Bilateral
21	Aug. 5, 1999	Unknown	Glass
22	Aug. 5, 1999	China (Nanjing)	Irico and Orion; <u>CGW</u>
23	Aug. 5, 1999	China	China meetings
24			Samsung, BMCC, Orion, Irico, Philips; <u>CGW</u>
25	Aug. 10, 1999	Unknown	Glass
26			Samsung, LG, Orion, and Philips; <u>CGW</u>
27	Aug. 20, 1999	Korea	Green
28	Aug. 20, 1999	Korea	Top

1			Orion (Mr. H.C. Moon, Mr. Han-Koo Cho, Mr. K.H. Kang, Mr. Kim)
2			Philips (Mr. David Chang, Mr. J.M. Smith, Mr. Jerry Lin, Mr. J.H. Pei); CGW (C.Y. Lin, C.C. Liu, Michael Du)
3	Aug. 22, 1999	Korea	Audits
4			LG, Samsung, Orion; CGW
5	Aug. 23, 1999	Unknown	Glass
6			Samsung, LG, Orion, and Thai CRT; CGW
7	Sept. 1, 1999	China (Shenzhen)	Bilateral Sa
8			msung; CGW
9	Sept. 2, 1999	China (Xian)	China
10			Samsung, Irico, Orion, and Philips; CGW
11	Sept. 2, 1999	Taiwan	Mangmt Level
12			Samsung, Philips, Orion, and LG; CGW
13	Sept. 7, 1999	Malaysia	Bilateral Matsushita; CGW
14			Samsung, LG, Orion, Thai CRT; CGW
15	Sept. 13, 1999	Malaysia	Management Level
16			Bilateral Matsushita; CGW
17	Sept. 14, 1999	Malaysia	Taiwan; CGW
18	Sept. 15, 1999	Taiwan	Bilateral Matsushita
19			Taiwan; CGW
20	Sept. 15, 1999	Taiwan	Bilateral
21			Toshiba; CGW
22	Sept. 20, 1999	Taiwan (Taoyuan)	Top Level
23			Samsung: Mr. In Kim, Mr. D.Y. Kim, Mr. Lee Jae In, Mr. Ha
24			LG: Mr. S.Y. Choi, Mr. C.S. Jeon, Mr. Lim, Mr. K.Y. Ko
25			Orion: Mr. Han – Koo Cho, Mr. Jimmy Kim, Mr. K.H. Kang, Mr. Moon
26			Philips: Mr. Jim Smith, Mr. Jerry Lin, Ms. Rosa Hu
27			CGW: C.Y. Lin, C.C. Liu, Tony Cheng, S.J. Yang, Michael Du
28	Sept. 21, 1999	Taiwan (Taoyuan)	Management
			Samsung, LG, Orion, Philips; CGW
	Sept. 28, 1999	Unknown	Glass
			Samsung, Philips, Orion, LG; CGW
	Sept. 29, 1999	Unknown	Bilateral
			Toshiba; CGW
	Oct. 1, 1999	Malaysia	Bilateral Matsushita; CGW
	Oct. 2, 1999	Unknown	Glass
			Daewoo, Philips; CGW
	Oct. 4, 1999	Taiwan, Taipei	Bilateral Sa
			msung; CGW

1	Oct. 5, 1999	Taiwan, Taipei	Bilateral LG; CGW
2	Oct. 6, 1999	China	Bilateral Samsung; CGW
3	Oct. 11, 1999	Unknown	Europe Glass Irico, Philips; CGW
4	Oct. 12, 1999	China (Tianjin)	Irico, Samsung, BMCC, and Philips; CGW
5	Oct. 13, 1999	Taiwan	<u>Samsung</u> : Mr. Lee  <u>Philips</u> : Mr. Jerry Lin, Ms. Limay Liu <u>Orion</u> : Mr. Moon  <u>LG</u> : Mr. Lin, Mr. Charles Lu  <u>CGW</u> : C.Y. Lin, C.C. Liu, Michael Du, Christina Hsieh
6	Oct. 20, 1999	Taiwan	Glass Samsung, Philips, LG; CGW
7	Oct. 20, 1999	Unknown	Bilateral Toshiba; CGW
8	Oct. 20, 1999	Taiwan	Bilateral Sony; CGW
9	Oct. 20, 1999	Scotland, Glasgow	Europe glass Philips, Daewoo; CGW
10	Oct. 27, 1999	Thailand	Glass Meeting Samsung, Orion, and Thai CRT; CGW
11	Nov. 3, 1999	Unknown	Glass Samsung, LG, and Philips; CGW
12	Nov. 5, 1999	China	Philips, Samsung, Orion; CGW
13	Nov. 5, 1999	Taiwan	Bilateral Toshiba; CGW
14	Nov. 9, 1999	Korea, Seoul	Glass Samsung, LG, and Orion; CGW
15	Nov. 9, 1999	Unknown	Glass Samsung, LG, and Philips; CGW
16	Nov. 10, 1999	Taiwan	Bilateral Matsushita; CGW
17	Nov. 11, 1999	Unknown	Europe Glass Philips, Orion, Samsung, and LG; CGW
18	Nov. 12, 1999	Europe	Bilateral Philips; CGW
19	Nov. 16, 1999	Unknown	Working Samsung, LG, Orion, Philips; CGW
20	Nov. 25, 1999	Taiwan (Taoyuan)	Management Level Samsung, Philips, Orion, Thai CRT; CGW
21	Nov. 26, 1999	Taiwan (Taoyuan)	Glass LG, Orion, Samsung, Philips; CGW
22	Nov. 26, 1999	Taiwan (Taoyuan)	Green LG, Orion, Samsung, Philips; CGW
23	Nov. 30, 1999	Unknown	Glass Samsung, LG, Philips, and Orion; CGW
24	Dec. 9, 1999	China	Irico, BMCC, Samsung, and Philips;

1		(Suzhou) CGW	
2	Dec 13, 1999	Unknown	Bilateral Matsushita; CGW
3	Dec. 15, 1999	Unknown	Europe Glass Philips and Irico; CGW
4	Dec. 22, 1999	Unknown	Working level Samsung, Philips, Orion, LG; CGW
5	Dec. 31, 1999	Unknown	Bilateral Toshiba; CGW
6	Jan. 12, 2000	Unknown	Glass Samsung, LG, Philips, Orion; CGW
7	Jan. 13, 2000	China (Xian)	China Samsung, Irico, Philips; CGW
8	Jan. 18, 2000	Unknown	Glass Samsung, LG, Orion, Thai CRT; CGW
9	Jan. 24, 2000	Unknown	Top Samsung: Mr. In Kim, Mr. D.Y. Kim, Mr. Ha, Mr. Lee Jae In LG: Mr. S.Y. Choi, Mr. S.K. Lee, Mr. K. Y. Ko, Mr. Lim OEC (Orion): Mr. Han-Koo Cho, Mr. H.S. Lee, Mr. J.H. Moon, Mr. S.G. Oh Philips: Mr. Jim Smith, Mr. Jerry Lin, Ms. Limay Liu CGW: C.Y. Lin, C.C. Liu, Tony Cheng, Michael Du
10	Jan. 24, 2000	Unknown	Management Samsung, LG, Orion, Thai CRT, Philips; CGW
11	Jan. 25-28, 2000	Unknown Green	Unknown; CGW
12	Feb. 22, 2000	Taiwan	Bilateral Hitachi; CGW
13	Feb. 24, 2000	Korea	Glass Samsung, LG, Orion, and Philips; CGW
14	March 2, 2000	Tiawan	Bilateral Toshiba; CGW
15	March 3, 2000	Taiwan	Bilateral Samsung; CGW
16	March 6, 2000	China (Shenzen)	China Samsung, Irico, Philips; CGW
17	March 6, 2000	Indonesia	Bilateral Toshiba; CGW
18	March 7-8, 2000	Unknown	Green Samsung, LG, Orion, Thai CRT and Philips; CGW
19	March 10, 2000	Thailand	Bilateral Toshiba; CGW
20	March 21, 2000	Taiwan	Bilateral Toshiba; CGW
21	March 23, 2000	Taiwan	Bilateral Matsushita;

1			CGW
2	March 24, 2000	Korea Seoul	Glass
3	March 25, 2000	Korea Seol	Green
4	March 25, 2000	Korea, Seoul	Management
5	April 6, 2000	China (Xiamen)	China
6	April 9-10, 2000	Various Audit	
7	April 11, 2000	Taiwan, Taipei	Bilateral Hitachi; CGW
8	April 11, 2000	Taiwan, Taipei	Bilateral Sony; CGW
9	April 14, 2000	Korea, Seoul	Management
10	May 2, 2000	Unknown	Bilateral
11	May 4, 2000	Taiwan	Bilateral
12	May 9, 2000	China, Nanjing	China
13	May 25, 2000	China Shanghai	Management
14	May 26, 2000	Unknown	Glass
15	May 31, 2000	China	Bilateral
16	June 6, 2000	China	Audit
17	June 8, 2000	Taiwan, Taipei	Bilateral Matsushita; CGW
18	June 9, 2000	China, Beijing	China
19	June 9, 2000	Taiwan	Bilateral
20	June 16, 2000	Taiwan Taipei	Bilateral Hitachi; CGW
21	June 20, 2000	Malaysia	Glass
22	June 20, 2000	Malaysia	Green
23	June 20, 2000	Unknown	Glass
24	June 21, 2000	Malaysia	Bilateral
25	June 23, 25 2000	Europe Unknown	Philips, Irico; CGW

1	June 28, 2000	Unknown	Working	Samsung, LG, Orion, Philips; CGW
2	July 4, 2000	Unknown	Bilateral	Philips; CGW
3	July 6, 2000	Taiwan Taipei	Bilateral Toshiba;	CGW
4	July 10, 2000	China (Xian)	China	Orion, Samsung, Philips, Irico, and LG; CGW
5	July 13, 2000	Korea Seoul	Glass	Samsung, LG, Orion, Philips; CGW
6	July 18, 2000	Taiwan	Bilateral	Hitachi; CGW
7	August 2, 2000	Taiwan	Bilateral	Toshiba; CGW
8	Aug. 11, 2000	China Tianjin	China	Irico, Samsung, BMCC, LG, Philips, and Orion; CGW
9	Aug. 22, 2000	Taiwan Taoyuan	Top Sa	<u>Samsung</u> : Mr. Inn Kim, Mr. S.K. Park, Mr. Michael Son, Mr. Ha <u>LG</u> : Mr. S.Y. Choi, Mr. G.I. Choi, Mr. Johnny Son <u>Orion</u> : Mr. H.K. Cho, Mr. Lee, Mr. Karl Min, Mr. Kang <u>Philips</u> : Mr. Jim Smith, Mr. Jerry Lim, Ms. Rosa Hu <u>CGW</u> : C.C. Liu, S.J. Yang, Michael Du
10	Sept. 13-20, 2000	United Kingdom (CPT UK) – Chunghwa's UK facility	Europe Glass	Philips, DOSA (Orion), Samsung; CGW
11	Sept. 14, 2000	China Changsha	China	Irico, Samsung, BMCC, LG, Philips, Orion; CGW
12	Sept. 21, 2000	Taiwan Taipei	Top Sa	<u>Samsung</u> : Mr. In Kim, Mr. D.Y. Kim, Mr. Lee Jae In, Mr. Ha <u>LG</u> : S.Y. Choi, Mr. S.K. Lee, Mr. Lim, Mr. K.Y. Ko <u>Orion</u> : Mr. Cho, Mr. J.H. Moon, Mr. Jimmy Kim, Mr. Kang <u>Philips</u> : Mr. Jerry Lin <u>CGW</u> : C.C. Liu, Tony Cheng, S.J. Yang, Michael Du
13	Sept. 21, 2000	Taiwan,	Top	<u>Samsung</u> : Mr. In Kim, Mr. D.E. Lee,
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1	Taipei		Mr. S.K. Park, Mr. Michael Son <u>LG</u> : Mr. S.Y. Choi, Mr. K.J. Park, Mr. K.Y. Ko <u>Orion</u> : Mr. Cho, Mr. Lee, Mr. Karl Min, Mr. Kang <u>Philips</u> : Mr. Jim Smith, Mr. Jerry Lin, Ms. Rosa Hu <u>CGW</u> : C.C. Liu, Tony Cheng, S.J. Yang, Michael Du	
2	Sept. 27, 2000	Unknown	Working	Samsung, LG, Orion, Philips; CGW
3	Sept. 28, 2000	Taiwan Taipei	Bilateral Toshiba;	CGW
4	Oct. 12, 2000	China Fuzhou	China	Irico, Samsung, LG, Orion, Philips; CGW
5	Oct. 25, 2000	Korea Seoul	Management	Samsung, LG, Orion, Philips, Thai CRT; CGW
6	Oct. 25, 2000	Korea Seoul	Management	Samsung, LG, Orion, Philips; CGW
7	Oct. 26, 2000	Korea Seoul	Green	Unknown; CGW
8	Nov. 3, 2000	Unknown	Bilateral	Hitachi; CGW
9	Nov. 9, 2000	China Nanjing	China	Irico, Samsung, LG, Orion, Philips, BMCC; CGW
10	Dec. 7, 2000	China Xian	China	Philips, Irico, Samsung, LG; CGW
11	Dec. 13, 2000	Unknown	Working	Samsung, Philips, LG, Orion; CGW
12	Jan. 12, 2001	Unknown	Bilateral	Toshiba; CGW
13	Jan. 31, 2001	Unknown	Europe Glass	Philips, Orion; CGW
14	Feb. 15, 2001	China	Bilateral	Irico; CGW
15	Feb. 22, 2001	China	China	Samsung, LG, Philips, BMCC, Irico; CGW
16	March 5, 2001	Taiwan	Bilateral	Toshiba; CGW
17	March 19, 2001	Unknown	Glass	Samsung, LG, Orion, Philips; CGW
18	March 20, 2001	Unknown	Management	Samsung, LG, Orion, Philips; CGW
19	March 28, 2001	Unknown	Glass	Samsung, Philips, LG, and Orion; CGW
20	April 3, 2001	China Shenzhin	Audit Sa	msung; CGW
21	April 11, 2001	China	Bilateral	Samsung;

1			CGW
2	April 12, 2001	Taiwan	Glass
3	April 18-19, 2001	China Shanghai	Management
4	April 18, 2001	China Shanghai	Management
5	April 20, 2001	China Shanghai	Green Unknown; CGW
6	April 20, 2001	Unknown	Bilateral
7	April 27, 20001	China	Bilateral
8	May 17, 2001	China Fuzhou	China
9	May 21, 2001	China	Bilateral
10	May 31, 2001	Unknown	Bilateral
11	June 6, 2001	China	Bilateral
12	June 7, 2001	China	Bilateral
13	June 12, 2001	China	Bilateral
14	June 19, 2001	Malaysia	Bilateral
15	June 26, 2001	Unknown	Glass
16	June 27, 2001	Unknown	Glass
17	July 1, 2001	Unknown	Unknown
18	July 17, 2001	Unknown	Working
19	July 24, 2001	Taiwan Taipei	Glass
20	July 24, 2001	Taiwan Taipei	Glass
21	July 26, 2001	China	Samsung, LG Philips; CGW
22	July 26, 2001	Taiwan	Bilateral
23	Aug. 2, 2001	Taiwan	Bilateral
24	Aug. 13, 2001	Unknown	Management
25	Aug. 21, 2001	Korea Seoul	Glass
26	Spet. 26, 2001	China	Samsung, LG Philips; CGW
27	Sept. 28, 2001	Unknown	Green
28			Unknown; CGW

1	Oct. 23, 2001	Unknown	Top	<u>Samsung</u> : Director Kim In, Kim Doek-Yoen, Park Sang-Kyu <u>LPD</u> : Director Joe, Lee Seung-Kyu <u>CGW</u> : C.Y. Lin, Tony Cheng
2	Nov. 20, 2001	Unknown	Glass	Samsung, LPD, Orion; CGW
3	Nov. 23, 2001	China (Fuzhou)	China	Samsung, LG, and Philips; CGW
4	Dec. 17, 2001	Unknown	Management	Samsung, LPD, Orion; CGW
5	Dec. 21, 2001	Unknown	Glass	Samsung, LG, Orion; CGW
6	Dec. 28, 2001	Unknown	Top	<u>Samsung</u> : Mr. D.Y. Kim, Mr. Park <u>LPD</u> : Mr. K.S. Cho, Mr. S.Y. Choi, Mr. S.K. Lee <u>CGW</u> : C.Y. Lin, C.C. Liu, Ling-Yun (Edward) Cheng
7	Jan. 4, 2002	Unknown	Glass	Samsung, LPD, and OEC; CGW
8	Jan. 11, 2002	Taiwan	Glass	Samsung, Orion, and LPD: CGW
9	Jan. 18, 2002	Unknown	Glass	Samsung, LPD, Orion; CGW
10	Jan. 18, 2002	Unknown	Glass	Samsung, LPD, Orion; CGW
11	Jan. 23, 2002	Taiwan	Glass	Samsung, Orion, LPD; CGW
12	Jan. 30, 2002	Taiwan	Bilateral	LPD; CGW
13	Feb. 22, 2002	Taiwan, Taoyuan	Glass	Samsung, LPD, and Orion; CGW
14	Feb. 22, 2002	Unknown	Working	Samsung, LPD, Orion; CGW
15	March 5, 2002	Unknown	Glass	Samsung, LPD; CGW
16	March 6, 2002	Scotland Glasgow	Europe glass	Unknown; CGW
17	March 20, 2002	Unknown	Glass	Samsung, Orion, LPD; CGW
18	March 20, 2002	Unknown	Glass	Samsung, LPD, Orion; CGW
19	April 22, 2002	Thailand	Glass	Samsung, Orion, LPD; CGW
20	May 28, 2002	Unknown	Glass	Samsung, LPD, Orion; CGW
21	June 21, 2002	Unknown	Glass	LPD and DOSA (Orion); CGW
22	Sept. 13, 2002	Unknown	Glass	Thai CRT, Toshiba, LPD, Samsung; CGW

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2	Oct. 17, 2002	Malaysia	Glass Thai CRT, Toshiba, LPD, Samsung, Orion; CGW
3	Dec. 12, 2002	Unknown	Glass Samsung, LPD; CGW
4	Dec. 17, 2002	Singapore	Glass Thai CRT, Toshiba, LPD, Samsung; CGW
5	Jan. 2003 (no exact date known)	Unknown	Glass LPD, Samsung; CGW
6	Jan. 1, 2003	Unknown	Working Samsung, LPD; CGW
7	Feb. 2003 (approx.)	Unknown	Glass LPD, Samsung; CGW
8	Feb. 14, 2003	China	Bilateral Irico; CGW
9	Feb. 21, 2003	Singapore	Glass Thai CRT, Toshiba , LPD ; CGW
10	Feb. 26-28, 2003	Unknown	Bilateral (meeting on each date) Matsushita, Thai CRT, Toshiba CGW
11	March 20, 2003	Unknown	Glass Unknown; CGW
12	March 21, 2003	Unknown	Unknown Samsung, LPD; CGW
13	March 27, 2003	China (Shenzhen)	Marketing Sa msung, LPD; CGW
14	April 22, 2003	Unknown	Glass Unknown; CGW
15	April 22, 2003	Unknown	Glass Unknown; CGW
16	April 29, 2003	China (Xiamen)	Unknown Samsung , LPD; CGW
17	April 30, 2003	Unknown	Glass Samsung, LPD; CGW
18	May 2003 (approx.)	Unknown	Glass LPD, Samsung; CGW
19	May 8, 2003	By telephone	Bilateral Samsung; CGW
20	May 22, 2003	Singapore	Glass MTPD, Samsung, LPD, Thai CRT; CGW
21	May 30, 2003	Unknown	Unknown Samsung, LPD; CGW
22	June 2003 (approx.)	Unknown	Glass Samsung, LPD; CGW
23	June 2, 2003	Unknown	Glass LPD, Samsung; CGW
24	June 17, 2003	Malaysia	Top <u>LPD</u> : C.S.O. Mr. Kim, Mr. Yang <u>Samsung</u> : E.V.P. Mr. Kim, Mr. Kim, CGW: Unknown
25			
26			
27			
28	June 17, 2003	Malaysia	Green LPD, Samsung;

1			CGW
2	June 18, 2003	Malaysia	Green Samsung, LPD; CGW
3	July 4, 2003	Unknown	Glass Samsung, LPD; CGW
4	July 21, 2003	Unknown	Working Samsung, LPD; CGW
5	July 29, 2003	Unknown	Glass LPD, Samsung; CGW
6	Aug. 4, 2003	Unknown	Bilateral Thai CRT; CGW
7	Aug. 20, 2003	China	Bilateral Irico; CGW
8	Aug. 28, 2003	Unknown	Unknown Samsung, LPD; CGW
9	Sept. 2003 (approx.)	Unknown Glass	LPD, Samsung; CGW
10	Sept. 2003 (approx.)	Unknown Glass	Samsung, LPD; CGW
11	Sept. 2003 (approx.)	Unknown Glass	LPD, Samsung; CGW
12	Sept. 5, 2003	Unknown	Glass MTPD, Samsung, LPD, Thai CRT; CGW
13	Sept. 24, 2003	Unknown	Working Samsung, LPD; CGW
14	Oct. 28, 2003	Unknown	Management Samsung, LPD; CGW
15	Oct. 28, 2003	Unknown	Green Samsung, LPD; CGW
16	Oct. 29, 2003	Unknown	Glass LPD, Samsung; CGW
17	Nov. 7, 2003	Malaysia	Glass MTPD, Samsung, LPD, and Thai CRT; CGW
18	Nov. 12, 2003	Unknown	Glass MTPD, Samsung, LPD, and Thai CRT; CGW
19	Nov. 12, 2003	Taiwan	Management Samsung, LPD; CGW
20	Nov. 26, 2003	Korea	Top Samsung, LPD; CGW
21	Nov. 26, 2003	Korea	Green Samsung, LPD; CGW
22	Nov. 27, 2003	Korea, (Jesu Island)	Green LPD, Samsung; CGW
23	Dec. 2, 2003	Unknown	Glass Samsung, LPD; CGW
24	Dec. 18, 2003	Singapore	Bilateral Samsung (M); CGW
25	Dec. 23, 2003	China (Shenzhen)	Management Samsung, LPD; CGW
26	Dec. 31, 2003	China	Bilateral Irico;

1		(Shenzhen) CGW	
2	Jan. 27, 2004	China (Xiaman)	Management LPD, Samsung; CGW
3	Feb. 16-17, 2004	Unknown	Glass MTPD, Samsung, LPD, Thai CRT; CGW
4	March 1, 2004	Unknown	Bilateral Novel; CGW
5	March 3, 2004	China (Shenzhen)	Bilateral Orion; CGW
6	March 3, 2004	Unknown	Green Unknown; CGW
7	March 4, 2004	Taiwan, Taipei	Management LPD, Samsung; CGW
8	March 16, 2004	Singapore	Glass MTPD, Samsung, LPD, and Thai CRT; CGW
9	March 25-27, 2004	Korea Glass	
10			LPD, Samsung; CGW
11	April 23, 2004	Thailand	Glass MTPD, Samsung, LPD, Thai CRT; CGW
12	April 26, 2004	China Shanghai	Top Sa msung, LPD; CGW
13	April 27, 2004	China Shanghai	Green Sa msung, LPD; CGW
14	May 10, 2004	Unknown	Glass Samsung, LPD; CGW
15	May 18, 2004	Malaysia	Glass MTPD, Samsung, LPD, and Thai CRT; CGW
16	May 26, 2004	Unknown	Management LPD, Samsung; CGW
17	June 2, 2004	Unknown	Glass Samsung, LPD; CGW
18	June 18, 2004	Thailand	Glass MTPD, Samsung, LPD, Thai CRT; CGW
19	June 28, 2004	Unknown	Management Samsung, LPD; CGW
20	June 29, 2004	Unknown	Green Samsung, LPD; CGW
21	June 30, 2004	Unknown	Glass LPD, Samsung; CGW
22	July 13, 2004 – approx	Unknown Bilateral	Thomson; CGW
23	July 22, 2004	Singapore	Glass MTPD, Samsung, LPD, Thai CRT; CGW
24	July 26, 2004	China Shanghai	Management Sa msung, LPD; CGW
25	July 26, 2004	China Shanghai	Management LPD, Samsung; CGW
26	July 27, 2004	China Shanghai	Green Sa msung, LPD; CGW
27	Aug. 17-18, 2004	Japan Glass	Samsung, LPD; CGW
28	Aug. 17, 2004	China	Top Samsung, LPD;

1		Kunming CGW	
2			
3	Aug. 18, 2004	China Kunming	Green Sa msung, LPD; CGW
4	Sept. 17, 2004	Taiwan	MTPD, Samsung, LPD, and Thai CRT; CGW
5	Sept. 20, 2004	Korea	Management LPD, Samsung; CGW
6	Sept 20-21, 2004	Korea Green	Unknown; CGW
7	Oct. 26, 2004	Unknown	Samsung, LG Philips (LPD); CGW
8	Nov. 2004 (approx.)	Unknown Glass	Samsung, LPD; CGW
9	Nov. 2, 2004	China	Bilateral Samsung; CGW
10	Nov. 5, 2004	Malaysia	Glass MTPD, Samsung, LPD, Thai CRT; CGW
11	Nov. 15, 2004	Unknown	Marketing LPD, Samsung; CGW
12	Nov. 24, 2004	Unknown	Unknown Samsung; CGW
13	Nov. 29, 2004	Korea	Glass Samsung, LPD; CGW
14	Dec. 1, 2004	China Shenzhen	Bilateral Irico ; CGW
15	Dec. 28, 2004	Malaysia	Glass MTPD, Samsung, LPD, Thai CRT; CGW
16	Dec. 29, 2004	Unknown	Unknown Samsung, LPD; CGW
17	Jan. 19, 2005	Taiwan Taipei	Management Sa msung, LPD; CGW
18	Feb. 24, 2005	Taiwan	Management LPD, Samsung; CGW
19	Feb. 24, 2005	Malaysia	Green Unknown; CGW
20	Feb. 25, 2005	Malaysia	Glass MTPD, Samsung, LPD, and Thai CRT; CGW
21	March 29, 2005	Unknown	Management LPD, Samsung; CGW
22	March 30, 2005	Unknown	Green Unknown; CGW
23	April 11, 2005	China	Bilateral Kitamatsu; CGW
24	April 13, 2005	China	Unknown Samsung, LPD; CGW
25	April 20, 2005	China	Bilateral Irico; CGW
26	April 26, 2005	Korea Seoul	Glass Samsung, LPD; CGW
27	April 26, 2005	Unknown	Management LPD, Samsung;
28			

1			CGW
2	April 26, 2005	Korea	Green Unknown; CGW
3	April 29, 2005	Indonesia	MTPD, Samsung, LPD, Thai CRT; CGW
4	May 19, 2005	Thailand	Thai CRT; CGW
5	May 24, 2005	Taiwan Taipei	Management LPD, Samsung; CGW
6	May 24, 2005	Taiwan Taipei	Unknown Sa msung, LPD; CGW
7	June 9, 2005	Malaysia	MTPD, Samsung, LPD, Thai CRT; CGW
8	June 28, 2005	Unknown	Management LPD, Samsung; CGW
9	Aug. 26, 2005	Taiwan (Linkou)	Bilateral Sa msung; CGW
10	Sept. 22, 2005	Indonesia, Jakarta	Glass MTPD, Samsung, LPD, Thai CRT; CGW
11	Sept. 28, 2005	Taiwan Taoyuan	Management Sa msung, LPD; CGW
12	Sept. 28, 2005	Taiwan Taoyuan	Green Samsung and LPD; CGW
13	Oct. 21, 2005	Taiwan	MTPD, Samsung SDI, LPD and Thai CRT; CGW
14	Nov. 2, 2005	Taiwan	Samsung, LPD; CGW
15	Nov. 18, 2005	China	Bilateral Samsung; CGW
16	Nov. 21, 2005	Unknown	Glass Samsung, LPD; CGW
17	Dec. 6, 2005	Malaysia	MTPD, Samsung, LPD, and Thai CRT; CGW
18	Dec. 20, 2005	Taiwan (Taoyuan)	Management LPD, Samsung; CGW
19	Dec. 21, 2005	Taiwan (Taoyuan)	Green Samsung, LPD; CGW
20	Feb. 10, 2006	Thailand	Bilateral Thai CRT; CGW
21	March 09, 2006	Unknown	MTPD, Samsung, LPD, and Thai CRT; CGW
22	March 14, 2006	Korea Seoul	Glass Samsung, LPD; CGW
23	April 24, 2006	Indonesia	Glass MTPD (M), Samsung (M); CGW
24	May 25, 2006	Malaysia	Bilateral Samtel; CGW
25	Sept. 5, 2006	Malaysia	Glass MTPD, Samsung, LPD, Thai CRT; CGW
26	Oct. 12, 2006	Malaysia	Bilateral Samtel; CGW

1	Nov. 9, 2006	Thailand	Glass	MTPD, Samsung, LPD, and Thai CRT; CGW
2	Nov. 12, 2006	Unknown	Glass	Unknown; CGW
3	Nov. 21, 2006	China Shanghai	China Eight Maker Meeting	BMCC, Irico (Xianyang), SEG Hitachi, Changsha Shuguang, LPD, Nanjing Huafei, Nobel, Samsung, Thomson, Xin Jun; CGW
4	Jan. 23, 2007	China (Shannxi Xi'an)	China Eight Maker Meeting	Irico (Xianyang), Samsung, SEG Hitachi, Changsha LG, Nanjin Huafei, Thomson, BMCC; CGW
5	Feb. 2, 2007	Thailand	Glass	MTPD, Samsung, LPD; CGW
6	Feb. 8, 2007	Thailand	Green	Unknown; CGW
7	March 15-16, 2007	China (Fujian)	China Eight Maker	Samsung, BMCC, LPD, Hitachi, Irico; CGW

12                   **C. Examples Of Meeting Discussions Relating To CPTs, CDTs and CRT Products.**

13                   **1. CPTs.**

14                   During the oral proffer, Chunghwa offered some specific examples of agreements among  
 15 Defendants with respect to CPTs. These include the following.

16                   **The agenda for a September 8, 1998 Management Meeting** attended by Samsung, LG,  
 17 Orion, Thai CRT, and CGW contains the following items: (a) “Don’t attack others’ customers by  
 18 lowering price”; (b) “Keep the current supply pattern”; (c) “Increase price by decreasing  
 19 production”; (d) “Should be a price gap between makers”; (d) “Industry should understand in  
 20 reasonable rate;” and (e) “Reduce production for the customers.” The participants considered these  
 21 topics: customer allocation, output restriction, setting variable pricing between competitors, and a  
 22 price guideline. Ultimately, “the meeting attendees discussed everyone’s prices and Q4 price  
 23 review, and reached a common understanding for the bottom price.”

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1 In a **May 18, 2004 meeting** (attended by representatives of MTPD, Samsung, LPD, and  
2 Thai CRT), [REDACTED]

3 [REDACTED] 4

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5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 2. CDTs.

23 During the oral proffer, Chunghwa offered some specific examples as to agreements  
24 among Defendants with respect to CDTs. These include the following.

25

26

27 <sup>4</sup> The “Orion” referred to in the chart below is a Japanese buyer of CPTs, not the Defendant named  
in this case.

28

1 At a bilateral meeting between Samsung and Chunghwa on November 26, 1996, [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20  
21 [REDACTED]  
22 [REDACTED]  
23 A report on a January 28, 1997 Top Meeting indicates that the attendees from Samsung,  
24 Philips, Orion, and Chunghwa [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27  
28

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

16 At a February 25, 1997 meeting attended by top level employees of Samsung, LG,  
17 Chunghwa, and Philips, [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 A report on a March 26, 1997 Working Level Meeting among Samsung, Philips, and  
23 Chunghwa [REDACTED]

24  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 **A June 23, 1999 Top Meeting report** quoted a Philips representative as follows:

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 Similarly, a **May 26, 2000 report of a Management Meeting** attended by Samsung, LG,  
22 Orion, Philips, and Chunghwa states:

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 And a **March 19, 2001 report of a Management Meeting** attended by same five companies  
27 states:

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Participants at CDT meetings organized a process to audit compliance with the agreed upon output  
restrictions. The audit process included visits to factories to ensure compliance with agreed upon  
shutdowns.

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### 3. Products Containing CDTs and CPTs.

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A report of a December 29, 2004 Management

Meeting states:

With respect to products containing CDTs and CPTs, the DPPs learned various types of information from the Chunghwa proffer that caused them to believe that the alleged conspiracy encompassed products containing CDTs and CPTs manufactured and sold by Defendants, including televisions and computer monitors.

*First*, the conspirators fixed the prices on CPTs and CDTs to be applied “internally” within the vertically integrated Defendants that manufactured televisions or computer monitors. Such “internal” transactions accounted for many of CPTs and CDTs produced by the tube divisions or subsidiaries of the vertically integrated Defendants.

During the Chunghwa proffer, documents demonstrating this aspect of the conspiracy were read to DPPs. For example, a report of a January 4, 2002 CDT meeting report for a CDT meeting attended by Samsung, LPD, Orion and Chunghwa

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 *Second*, quotations from documents that were read to the DPPs' counsel during  
10 Chunghwa's proffer led them to believe in good faith that the unitary conspiracy alleged in the  
11 DP-CAC encompassed prices for Defendants' televisions and computer monitors. Some examples  
12 follow.

13 **A report of a May 29, 1995 bilateral meeting** between Chunghwa and LG (also known  
14 as "Goldstar") states:

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 An **October 24, 1996 report** of a bilateral meeting between Chunghwa and LG [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

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**A March 19, 1997 Report of a Management Meeting among Samsung, Philips, Orion, LG, and Chunghwa states:**

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**An April 13, 1999 Report of a Top Meeting** among Samsung, LG, Orion, Philips, and Chunghwa contains the following report from Samsung:

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**A June 23, 1999 Top Meeting report**

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The report contains a similar comment from LG's K.S. Cho:

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**A report of a June 28, 2000 Working Level Meeting** attended by Samsung, LG, Orion,  
Philips, and Chunghwa [REDACTED]

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[REDACTED]

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**A report of a February 22, 2002 Management Meeting** involving a meeting among  
Samsung, LPD, Orion, and Chunghwa notes:

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**A report of a March 25-27, 2004 Management Meeting** among Samsung, LPD, and  
Chunghwa states:

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An internal **Chunghwa memorandum dated July 2, 2004**, [REDACTED]

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#### **4. Discussions of Secrecy**

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Across all three product groups, the Defendants were concerned about maintaining the  
secrecy of their conspiracy. A few representative examples read to DPPs' counsel during the  
Chunghwa proffer include the following.

28

1           **A report of a May 23, 2003 Management Meeting** states:

2           [REDACTED]

3           [REDACTED]

4           [REDACTED]

5           [REDACTED]

6           [REDACTED]

7           **An August 17, 2004 meeting agenda** contains the following subheadings:

8           [REDACTED]

9           [REDACTED]

10          **III. INFORMATION OBTAINED FROM OTHER SOURCES.**

11          **A. Vertical Integration Of Certain Defendants.**

12          Prior to the filing of the DP-CAC, the DPPs also examined whether market conditions  
13          supported the existence of a price-fixing conspiracy. The following facts supported the existence  
14          of a cartel in the United States relating to CRTs and finished products containing CRTs:

15          ■ the existence of a highly concentrated industry (*see DP-CAC ¶112* ),

16          ■ the history of consolidation and joint ventures within the industry (*see id. ¶¶113-21* )

17          ■ significant barriers to entry with no competitive fringe,

18          ■ a standardized product with competition primarily on the basis of price,

19          ■ declining demand (*see id. ¶¶105-09* ),

20          ■ a record of antitrust inquiry, as discussed in further detail below,

21          ■ the fact that a CRT is the major and most expensive part of a display, as discussed in further  
22          detail below,

23          ■ vertical integration of many of the manufacturers of both CRTs and products containing  
24          CRTs, as discussed in further detail below, and

25          ■ upward movement in, or stabilization of, prices for CRTs and products containing CRTs,  
26          despite declining demand (*see id. ¶¶105-09*),

27          In addition to the documents or websites discussed below, sources for this examination  
28          included: (a) DisplaySearch's "Quarterly Global TV Shipment & Forecast Reports" (*see*

1 [http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/quarterly\\_global\\_tv\\_shipment\\_and\\_forecast\\_report.asp](http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/quarterly_global_tv_shipment_and_forecast_report.asp) ); (b) an article in *EE Times* (<http://www.eetimes.com/electronics-products/other/4084718/Analysts-LCDs-to-finally-dethrone-CRTs> ); (c) the Freedonia Group's  
 2 "Flat Panel & CRT Display Materials: World Markets to 2008" (see  
 3 <http://www.freedoniagroup.com/Flat-Panel-And-Crt-Display-Materials--World-Markets.html>); (d)  
 4 various articles or reports on individual companies from sources such as their respective websites,  
 5 *BusinessWeek* online, and Institutional Shareholder Services; (e) the European Display Industry  
 6 Association's 2005 report on the CRT market (<http://www.eeca.eu/data/File/EDIA/05%20EDIA-Market-Development-2005.pdf>); (e) the Environmental Protection Agency's September 1995  
 7 "Profile of the Electronics & Computer Industry"  
 8 (<http://www.epa.gov/compliance/resources/publications/assistance/sectors/notebooks/elecmpsn.pdf>); and (f) the State of Oregon's Department of Environmental Quality's product profile on CRT  
 9 televisions (<http://www.deq.state.or.us/lq/pubs/docs/sw/ProductProfileTVs.pdf>). Certain  
 10 Defendants named in the DP-CAC, particularly Hitachi, LG, Panasonic (formerly Matsushita),  
 11 Philips, Samsung, Tatung/Chunghwa and Toshiba entities, were part of vertically-integrated  
 12 operations that manufactured CRTs for use in each entity group's televisions or computer  
 13 monitors that were then sold in the United States. This fact is significant for defining the scope of  
 14 the alleged conspiracy. These companies fixed the prices of CPTs and CDTs and had an interest in  
 15 ensuring that their finished products in which these tubes were incorporated would not be sold at  
 16 price levels that would undercut the conspiracy with respect to CDTs and CPTs.<sup>5</sup> As noted above,  
 17 the defendants monitored finished product prices for this purpose. Thus, of necessity, the  
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23 <sup>5</sup> The DPPs reasonably relied on *Royal Printing Company v. Kimberly-Clark Corp.*, 621 F.2d 323 (9th Cir.1980) ("Royal Printing"), in which the Ninth Circuit held that "[*Illinois Brick* [Co. v. *Illinois*, 431 U.S. 270 (1977) ("Illinois Brick")]] does not bar an indirect purchaser's suit where the direct purchaser is a division or subsidiary of a co-conspirator." 621 F.2d at 326. The Ninth Circuit explained that *Illinois Brick*'s rationale of preventing potentially duplicative recoveries from both direct and indirect purchasers does not apply where the direct purchaser is an affiliate of the corporation accused of an antitrust violation. *Id. See In re TFT-LCD Antitrust Litig.*, No. M 07-1827 SI, 2009 WL 533130 at \*1 (N.D. Cal. March 3, 2009) ("TFT-LCD Tatung Opinion") (so interpreting *Royal Printing* and denying motion by Tatung Corporation, the parent of Chunghwa, to dismiss the direct purchasers' amended complaint).

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1 vertically integrated entities had to ensure that their CRT finished products would be sold at price  
 2 ranges consistent with the goals of the alleged conspiracy; it would not be economically plausible  
 3 for them to do otherwise. At each of these vertically integrated companies, the entire corporate  
 4 enterprise was managed in a centralized “top-down” manner that ensured the conspiracy would  
 5 function as to both CDTs and CPTs and the finished products of each company that contained  
 6 them. What follows is a recitation of the publicly-available information from each of the  
 7 aforementioned entity groups that supported this view of the vertically integrated nature of them.

8 **1. Samsung Entities.**

9 Publicly available sources that existed prior to March of 2009 emphasized the highly  
 10 vertically integrated operation of Samsung’s subsidiaries and affiliated companies. One scholarly  
 11 article published in 1997 noted that:

12 But even as they try to exploit local markets, Samsung's Asian affiliates are part  
 13 of a global production network, supplying a considerable number of components  
 14 to Samsung affiliates in Europe and America. Examples include: SEM [Samsung  
 15 Electro-Mechanics Co.] -Thailand which has supplied parts to SEC in Europe,  
 16 Brazil and Korea; SED [Samsung Electron Devices Co.] has exported 14-inch  
 17 CRTs to Mexico; SEC-Indonesia has assembled PCBs for a Portugal based VCR  
 18 plant; and SED-Malaysia has been supplying electron-guns for CRTs to SED-  
 19 Germany, and SED-Mexico.

20 Youngsoo Kim, “Technological Capabilities And Samsung Electronics’ International Production  
 21 Network In Asia” (Nov. 1997) (available at <http://brie.berkeley.edu/publications/WP106.pdf>) at  
 22 31.

23 Similarly, in a 2006 scholarly article, it was noted that:

24 For the vertical integration and promotion of R&D capability, Samsung relied on  
 25 foreign companies, mostly Japanese companies. Within a year period from the  
 26 establishment of the SEC, Samsung established two companies to produce  
 27 electronic parts, namely the Samsung-Sanyo (December 1969: later merged with  
 28 the SEC) and Samsung-NEC (January 1970; later to be the Samsung SDI). In  
 1973, Samsung established two more affiliates, namely Samsung-Sanyo Parts  
 (later to be Samsung Electro-Mechanics: SEM) and Samsung Corning. With this,  
 within 4 year period, a system of vertical integration in electronics industry was  
 formed with all in one location of Suwon city which is still the main hub of  
 Samsung’s electronics business. Division of labor among them is such that the  
 SEC (with acquisition of the Samsung Sanyo) play the role of the final assembler  
 and three others supplying key parts and components to the SEC, with Samsung  
 SDI (Vacuum Tubes, Black & White CRTs and later color CRTs to SEC) and the  
 SEM (all kinds of electronic parts, such as deflection yokes, transformers and  
 condensers) at the middle and finally Samsung Corning at the bottom (glass bulbs  
 for CRTs).

1 Related to the development of R&D capability is to be noted the fact that in all of  
 2 these new affiliates, Samsung had at least half of the equity ownership and  
 3 gradually bought out the foreign equity shares. Thus, apart from the first three  
 4 years of the venture with Corning, all ventures were under Samsung's  
 5 management control (SC, 1994).

6 Keun Lee & Xiyou Hee, "Capability of the Samsung Group in Project Execution and Vertical  
 7 Integration: Creating in Korea And Replicating In China" (Nov. 2006) (available at  
 8 <http://eab.rutgers.edu/samsung-bg-6.pdf>) at 13.

9 The DPPs made a similar point in their opposition to Defendants' motions to dismiss:  
 10

11 Samsung SDI is part of what Samsung itself calls the "Samsung Group."  
 12 [http://www.samsung.com/hk\\_en/aboutsamsung/samsunggroup/affiliatedcompanies/SAMSUNGGroup\\_AffiliatedCompanies.html](http://www.samsung.com/hk_en/aboutsamsung/samsunggroup/affiliatedcompanies/SAMSUNGGroup_AffiliatedCompanies.html). The companies within this group  
 13 are closely interrelated and operate interactively. Indeed, Samsung's own website  
 14 goes on to state:

15 SAMSUNG electronics subsidiaries include SAMSUNG Electronics, SAMSUNG  
 16 Electro-Mechanics, SAMSUNG SDI, SAMSUNG Corning, SAMSUNG SDS,  
 17 SAMSUNG Networks and SAMSUNG Corning Precision Glass. These affiliates  
 18 produce, market, and sell a wide variety of electronic parts and components such  
 19 as next generation memory chips, computer and telecommunications equipment,  
 20 color TV picture tubes, and glass bulbs. They also develop computer systems and  
 21 produce general electronics and precision machines.

22 All these companies share the same goal of becoming world-class, high-tech  
 23 companies at the beginning of the 21st century and are concentrating their  
 24 investments into promising future fields to achieve that target. Despite being  
 25 independent, systematic cooperation takes place between the companies that  
 26 enable the development of state-of-the-art electronic products.  
[http://www.samsung.com/hk\\_en/aboutsamsung/samsunggroup/affiliatedcompanies/SAMSUNGGroup\\_ElectronicIndustries.html](http://www.samsung.com/hk_en/aboutsamsung/samsunggroup/affiliatedcompanies/SAMSUNGGroup_ElectronicIndustries.html).

27 This was equally true in earlier years. As one scholar has noted in a 2003 publication:  
 28  
 29 "Samsung Electronics is closely interlinked with Samsung SDI, a manufacturer of  
 30 television tubes, which in turn relies on Samsung Corning, which produces glass  
 31 bulbs for the tubes, as indicated by the fact that 61% of its total revenue comes  
 32 from Samsung SDI. Samsung SDI, in turn, supplies 52% of its products to  
 33 Samsung Electronics."

34 Sea-Jin Chang, *Financial Crisis And Transformation of Korean Business Groups*  
 35 at 118-20 (Cambridge University Press, 2003).

36 "Direct Purchaser Plaintiffs' Combined Opposition To Defendants' Motion To Dismiss," pp. 62-  
 37 63 (Aug. 3, 2009) (Dkt. No. 531).

1 Samsung's own annual reports (available at  
 2 <http://www.samsung.com/us/aboutsamsung/ir/financialinformation/annualreport/>) underscore this  
 3 close integration. Its 2001 Annual Report, for example, discusses at pages 38, 39 and 40 the  
 4 success of its global Enterprise Resource Planning ("ERP") system, which began in 1995:

5 In 2001, we completed a global ERP [system spanning 25 production facilities  
 6 and 31 sales subsidiaries in 47 countries. This global IT infrastructure provides a  
 7 solid, extensible platform for business process solutions spanning the entire  
 8 supply chain, revolutionizing the way we relate to and work with partners,  
 9 suppliers, and customers.

10 \*\*\*\*  
 11 In August 2001, we took a major step forward in this area as we wrapped up a six-  
 12 year, 700 billion won project to implement a global ERP system as the backbone  
 13 of our e-business infrastructure. Connecting us with our 56 production and sales  
 14 subsidiaries outside of Korea, our global SAP R/3 system gives us access to real-  
 15 time information on production, sales, logistics, and inventory, enabling us to  
 16 manage our resources on a truly worldwide basis, a capability that few other firms  
 17 have.

18 \*\*\*\*  
 19 We started by upgrading our global ERP system with an APS solution to support  
 20 a weekly planning cycle for demand forecasting, resource management, and  
 21 production planning functions for our entire global network of 32 production  
 22 facilities and 49 sales subsidiaries. This upgrade is enabling us to better  
 23 synchronize production and sales, a capability we expect to boost  
 24 on-time delivery performance by more than 10% in 2002. We also added a  
 25 number of advanced tools to facilitate integration with our partners, suppliers, and  
 26 customers. For our partners, we implemented a collaborative product commerce  
 27 solution that is providing a synergistic collaborative framework to lower costs,  
 28 foster innovative design, and dramatically shorten time  
 to market. For our suppliers, we began implementation of a supplier relationship  
 management solution that will enable us to create, execute, and sustain global  
 sourcing strategies as we build win-win relationships.

21 The same report notes at pages 66-67 the existence of Samsung's "Global Network."

22 Samsung's 2006 Annual Report at page 74 notes the following control exercised by the  
 23 parent company over its subsidiaries:

24 The consolidated financial statements include the accounts of SEC [Samsung  
 25 Electronics Corp.] and its controlled subsidiaries (collectively referred to as "the  
 26 Company"). Controlled subsidiaries include majority-owned entities and entities  
 27 in which SEC owns more than 30% of the total outstanding voting stock and is  
 28 the largest shareholder. Percentage of ownership is the sum of the percentage of  
 direct and indirect ownership.

1 The same report notes the following at page 82 with respect to companies in which SEC has less  
 2 than a 30% stake:

3 In the consolidated financial statements of the Company, investments in business  
 4 entities in which the Company has the ability to exercise a significant influence  
 5 over the operating and financial policies are accounted for using the equity  
 6 method of accounting.

7 Various Samsung SDI entities, including those named as Defendants here, fall in this latter  
 8 category.

9 Likewise, an SEC 2005 Analyst Day presentation (available at  
 10 [http://www.samsung.com/us/aboutsamsung/ir/ireventpresentations/analystday/downloads/analyst\\_20051103\\_1500.pdf](http://www.samsung.com/us/aboutsamsung/ir/ireventpresentations/analystday/downloads/analyst_20051103_1500.pdf)) refers to CRTs (*id.* at 24-25), describes its global manufacturing network (*id.* at 42), and refers to its “Global Supply Chain Planning in Partnership with Retail Channel” (*id.* at 43).

11 Thus, the Samsung entities were well-situated to carry out the overarching conspiracy with  
 12 respect to CRT Products, as defined in the DP-CAC.

13                   **2. Hitachi Entities.**

14 The same is true with respect to the Hitachi family of companies.

15 In Hitachi, Ltd.’s 2000 Form 20-F filed with the Securities & Exchange Commission  
 16 (available at <http://www.hitachi.com/IR-e/library/20F/2000/index.html>), it explained at page 3 that  
 17 in April of 1999, it implemented “fundamental management reforms” by creating a new company  
 18 officer system, reorganizing business units, simplifying its head office, and creating an Advisory  
 19 Board. In November of 1999, Hitachi, Ltd. rationalized its global business into five centrally-  
 20 controlled segments: (1) Information Systems & Electronics; (2) Power & Industrial Systems; (3)  
 21 Consumer Products; (4) Materials; and (5) Systems & Others.

22 Hitachi Ltd.’s 2001 Form 20-F (available at <http://www.hitachi.com/IR-e/library/20F/2001/index.html>) further explained this centrally-controlled business segmentation  
 23 (*id.* at 11):

24 Hitachi conducts a broad and diverse range of businesses. Hitachi divides its  
 25 operations into five segments that group products mainly on the basis of

1 similarity of products and services in type, use, production method and marketing  
 2 method. The five segments are Information Systems & Electronics, Power &  
 3 Industrial Systems, Digital Media & Consumer Products, Materials and Services  
 4 & Other. Each segment includes the Company's subsidiaries and affiliates  
 5 engaged in related production, marketing and service activities.

6 The company's CDT business was part of its Information Systems & Electronics segment, which  
 7 also included computers (*id. at 8*); “[t]his segment groups products with many common  
 8 technological aspects, facilitating operations management. Computers and semiconductors form  
 9 the nucleus of the segment” (*id. at 12*).<sup>6</sup>

10 **3. Toshiba Entities.**

11 The same is true with respect to the Toshiba entities, as reflected in Toshiba Corporation's  
 12 (“TC”) annual reports (available at <http://www.toshiba.co.jp/about/ir/en/library/ar/ar2010.htm>).  
 13 Toshiba Corporation's 2002 Annual Report states at page 27 that:

14 Toshiba Group consists of Toshiba Corporation and 315 consolidated subsidiaries  
 15 (201 domestic companies and 114 foreign companies) as well as 52 companies  
 16 reflected under the equity method (consisting of 28 domestic and 24 foreign  
 17 companies). The net number of consolidated subsidiaries for the period under  
 18 review was 14 companies less than the previous year. The number of newly  
 19 consolidated subsidiaries, including our strategic joint venture with Matsushita  
 20 Electric Industrial in the LCD and liquid crystal business—Toshiba Matsushita  
 21 Display Technology—increased by 31 companies during the year. However, as  
 22 the result of restructuring efforts, we also consolidated, rationalized and sold-off  
 23 some 45 subsidiaries.

24 The degree of integration did not lessen appreciably after the creation of MTPD. Toshiba's  
 25 2003 report listed MTPD at page 40 as an “affiliated company.” A contemporaneous Matsushita  
 26 press release (available at <http://www.panasonic.net/ir/relevant/en030129-6/en030129-6.html>)  
 27 indicated that the following personnel from Toshiba Corporation became officers or directors of  
 28 MTPD: Eisaburo Hamano (became Senior Executive Vice-President of MTPD), Kazumasa

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29 <sup>6</sup> Hitachi Ltd.'s 2007 Business Plan (available at <http://www.hitachi.com/IR-e/library/presentation/070418/070418.pdf>), which focused on Thin-Film Transistor Liquid Crystal  
 30 Display (“TFT-LCD”) screens, refers to “[q]uickly captur[ing] benefits from vertical integration”  
 31 and “[c]aptur[ing] synergies in the Hitachi Group (Materials, components, finished products)” and  
 32 “collaborative cooperation” with Matsushita on plasma. There is no reason to believe that Hitachi  
 33 Ltd. viewed its CRT Products business any differently.

1 Uchida (became Corporate Auditor of MTPD), Taketoshi Shimoma (became a Director of  
 2 MTPD), Hisashi Matsuda (became a Director of MTPD), and Tadashi Matsumoto (became a  
 3 Director of MTPD). TC's website still has a listing for Toshiba Display Devices, Inc. ("TDD"),  
 4 which manufactured CRTs for TC. See <http://www.toshiba.com/tdd/>. Bloomberg still lists TDD as  
 5 a subsidiary of Defendant Toshiba America Electronics Corporation.

6 <http://investing.businessweek.com/research/stocks/private/snapshot.asp?privcapId=952637>.

7 **4. Panasonic/Matsushita Entities.**

8 Panasonic (formerly Matsushita) also has highly integrated operations with respect to CRT  
 9 Products. In its 2000 Annual Report (available at <http://panasonic.net/ir/annual/index.html>),  
 10 Panasonic stated the following at pages 3, 4, 7-8 and 19:

11 As part of the Progress 2000 Plan launched in 1997 to provide a solid foundation  
 12 for future growth, Matsushita implemented a number of business reforms,  
 13 including the introduction of the internal divisional company system and the  
 14 selection and strengthening of strategic areas, such as our five key businesses, to  
 15 concentrate resources. As a result, Matsushita's five key businesses now play an  
 16 essential role in the operations of the Company as a whole.  
 17 \*\*\*\*

18 To adapt to changing market needs and maximize growth, Matsushita has  
 19 reclassified its business segments and implemented a number of related strategies.  
 20 Particularly in the areas of AV equipment and information and communications  
 21 equipment, where broadcasting and communications are rapidly converging,  
 22 Matsushita is committed to building a unified strategy to take full advantage of its  
 23 combined Groupwide strengths. As a result, from April 2001 the Company  
 24 established four new business segments: AVC Networks, Home Appliances,  
 25 Industrial Equipment, and Components and Devices. These replace the traditional  
 26 Consumer Products, Industrial Products and Components segments. The four new  
 27 segments will facilitate strategic development of business activities.  
 28 \*\*\*\*

29 To implement better strategic operational management in semiconductors and  
 30 display devices—areas involving huge investments—the Company absorbed  
 31 Matsushita Electronics Corporation (MEC), effective April 2001. By establishing  
 32 new internal divisional companies within the parent Company, namely the  
 33 Semiconductor, Display Device and Lighting companies, the development,  
 34 manufacturing and sales functions that were previously performed by both  
 35 Matsushita and MEC for each of these strategic businesses have been integrated.  
 36 \*\*\*\*

37 Regarding the domestic consumer sales structure, Matsushita replaced what were  
 38 the corporate consumer products sales divisions, sales functions within individual  
 39 product divisions and the Advertising Division with two new divisions for our  
 40 major brands, the Corporate Panasonic Marketing Division and Corporate  
 41 National Marketing Division. Concerning distribution reforms, Matsushita plans  
 42 to consolidate its 22 regional consumer sales companies

1 into a single company. Further reforms will include the consolidation of several  
 2 logistics companies into a single company, as well as a similar integration of  
 3 credit sales and leasing subsidiaries. By implementing these reforms and  
 4 reevaluating domestic consumer sales and distribution operations, Matsushita will  
 5 create a highly efficient structure that ensures speedy response to customer needs,  
 and will benefit from a significant reduction in distribution costs with an  
 increased market share. Another important aspect of these reforms is the  
 reallocation of a large number of employees to high-growth and new  
 service-related businesses, thereby optimizing human resources.  
 \*\*\*\*

6 Similarly, operations for CRTs, LCD devices and PDPs, formerly divided  
 7 between Matsushita and MEC, were consolidated under a new display devices  
 8 divisional company within Matsushita, thus facilitating overall management  
 decision making and optimal resource allocation among the three product lines.

9 A September 26, 2002 press release available at Panasonic's website  
 10 (<http://panasonic.net/ir/relevant/en020926-13/en020926-13.html>) noted that this integration  
 11 continued after the creation of MTPD:

12 Matsushita and Toshiba plan to integrate their CRT business operations, including  
 13 research and development, manufacturing, and sales. The integration will cover  
 both companies' manufacturing operations worldwide, except for those in Japan  
 where the parent companies will continue to run their respective factories. They  
 include Matsushita's factories in China, the United States, Germany, and  
 Malaysia, and Toshiba's factories in the United States, Thailand, and Indonesia.  
 The new company will also take over as its wholly owned subsidiary MT Display  
 Procurement Co., Ltd., a joint procurement company established with equal  
 ownership by the two parent companies on April 15, 2002.

17 **5. Philips Entities.**

18 The Philips 2001 Form 20-F filed with the Securities & Exchange Commission (available  
 19 at [http://www.sec.gov/cgi-bin/browse-  
 20 edgar?company=&CIK=0000313216&filenum=&State=&SIC=&owner=include&action=getcom  
 21 pany](http://www.sec.gov/cgi-bin/browse-edgar?company=&CIK=0000313216&filenum=&State=&SIC=&owner=include&action=getcompany)) sets forth at pages 10 and 20 the high degree of vertical integration within its family of  
 22 companies:

23 In addition to streamlining its portfolio of businesses and management,  
 24 Philips engaged in a comprehensive review of its strategy and portfolio,  
 involving the focus on high growth technology businesses. In consequence, as of  
 January 1, 2000, Philips has grouped together the relevant operations of Sound &  
 Vision, Philips Consumer Communications and Business Electronics into a single  
 Consumer Electronics organization. Given that the technologies of TV, audio,  
 telecommunications and computing are increasingly converging, these  
 combinations are appropriate. It is expected that they will capitalize on the  
 strength of the Philips brand and make new business generation easier, market  
 intelligence more coordinated and time-to-market shorter.

1 Besides Consumer Electronics, there are other very important building  
 2 blocks that make up the Company. The Semiconductors and Components  
 3 divisions play a crucial role, both as internal suppliers and through their leading  
 4 positions in the external market. The capital expenditures required in this  
 5 field place considerable demands on management in terms of ensuring adequate  
 6 returns by means of flexible and cost-effective operations.

7 \*\*\*\*

8 Philips and LG Electronics of South Korea announced in November 2000  
 9 the signing of a letter of intent pursuant to which the companies expect to  
 10 merge their respective cathode ray tube (CRT) businesses into a new 50-50 joint  
 11 venture company. The transaction is expected to close in 2001 and is subject to  
 12 customary regulatory approvals. Upon the closing of the transaction, LG will  
 13 receive USD 1.1 billion from the new company to address the difference in the  
 14 valuation of the contributed businesses.

15 Under the terms of the letter of intent, LG and Philips will share equal control of  
 16 the joint venture.

17 A scholarly treatise also noted how Philips was buying much of its CPTs internally for use  
 18 in its branded televisions. Robert M. Grant, *Contemporary Strategy Analysis* at 393 (5th ed. 2005).

19 The situation did not change appreciably once LPD was created. In a 2005 press release  
 20 available from its website, LGPD was crowing about providing a SuperSlim CRT to LG  
 21 Electronics for its televisions. A 2002 LG Electronics presentation (available at  
 22 <http://www.lg.com/global/download/pdf/lehman-brothers-conference.pdf>) also referred to  
 23 “Vertical integration-Ability to leverage product development of Display and Media Tech  
 24 divisions.”

25 **6. LG Entities**

26 As reflected in LG Electronics’ 1999 Annual Report (available at  
 27 <http://www.lg.com/global/ir/reports/annual-reports.jsp>), the company was divided into three  
 28 separate product companies: Digital Display, Digital Appliance and Digital Media. The first of  
 these, which encompassed the manufacture of CRT Products, “conducts R&D and manufacturing  
 in digital display products and their core components. It has 7,500 employees at its four domestic  
 operations and 20 overseas subsidiaries. Besides its Display Device Research Lab., it has other  
 research centers and a marketing network at home and abroad.” These included the Zenith  
 Electronics Corporation in the United States, which manufactured CRT televisions. The same

1 annual report further explained: “[t]he Company has organized three reportable business divisions  
 2 : Display division, Home Appliances division and Multimedia division. Additionally,  
 3 the Company has a centralized supporting division to provide general and administrative,  
 4 marketing and sales and research and development services to each business division.”

5           **7. Tatung and Chunghwa**

6           As Judge Illston explained in the TFT-LCD Tatung Opinion,

7           Here, plaintiffs have submitted evidence showing that Tatung Taiwan owns and  
 8           controls both TUS [Tatung U.S.] and CPT [Chunghwa] and that the three firms  
 9           have intertwined economic interests; that TUS has described itself as a subsidiary  
 10           of Tatung Taiwan, represented that it owns its own TFT-LCD panel factory (which  
 11           is CPT's factory), and stated that it runs a vertically-integrated TFT-LCD business;  
 12           CPT and other defendants supply TFT-LCD panels to TUS; and TUS has never  
 13           sued Tatung Taiwan or CPT. TUS disputes this evidence, or at least disputes  
 14           plaintiffs' characterization of the evidence. For example, TUS asserts that it has  
 15           never purchased more than 50% of its LCD panels from CPT in any given year,  
 16           and that TUS engages in arms-length negotiations with all of its suppliers of LCD  
 17           panels, including CPT. TUS also argues that the testimony of TUS executives  
 18           Edward Chen and Michael Lai demonstrates that neither CPT nor Tatung Taiwan  
 19           exercises financial or operational control over TUS.

20           The Court finds that the complaint sufficiently alleges a basis for TUS's liability.  
 21           The factual record is disputed as to the relationship between TUS, CPT, and Tatung  
 22           Taiwan, as well whether TUS's purchases of LCDs and finished products  
 23           containing LCDs was truly arms-length or in furtherance of the alleged conspiracy.  
 24           On this record, TUS has not shown that it is not a proper defendant under *Royal  
 25           Printing and Freeman [v. San Diego Ass'n of Realtors*, 322 F.3d 1133, 1144 (9th  
 26           Cir. 2003).] Upon a fuller factual record, TUS may renew its arguments in a motion  
 27           for summary judgment.

28           2009 WL 533130 at \*4 (footnote omitted).

29           In sum, the vertically integrated Defendants necessarily had to capture the overcharge in  
 30           the prices of the finished products that they sold to putative class members.<sup>7</sup>

31           

---

  
 32           <sup>7</sup> That is not to say that non-integrated entities, who supplied CDTs or CPTs to other co-  
 33           conspirators, but did not make finished products, can avoid antitrust liability. As said in *Florida  
 34           Power Corp. v. Granlund*, 78 F.R.D. 4412, 443-44 (M.D. Fla. 1978):

35           But the Section 4 claim does not exhibit a total lack of merit. The Court is of the  
 36           opinion that the Supreme Court's opinion in *Illinois Brick Co. v. Illinois*, 431 U.S.  
 37           720, 97 S.Ct. 2061, 52 L.Ed.2d 707 (1977), does not foreclose the State from  
 38           bringing a complaint against Florida Power. Florida Power characterizes the  
 39           holding of Illinois Brick as follows:

40           . . . the direct purchaser of a price-fixed product is the only proper party to recover  
 41           for the overcharges on that product. Plaintiff's Reply Memorandum at 2.  
 42           (footnote continued)

1                   **B.        Involvement Of Certain Defendants In Related Conspiracies.**

2                   Prior to the filing of the DP-CAC, the DPPs were aware that certain of the Defendants here  
 3 had pled guilty to a conspiracy involving the global fixing of prices for TFT-LCDs. On November  
 4 12, 2008, the United States Department of Justice (“DOJ”) announced that LG Display, an alleged  
 5 wrongdoer in this case, had pled guilty to an information alleging antitrust price-fixing allegations  
 6 with respect to TFT-LCDs and had agreed to pay a \$400 million. *See*  
 7 [http://www.justice.gov/atr/public/press\\_releases/2008/239396.pdf](http://www.justice.gov/atr/public/press_releases/2008/239396.pdf). In January and February of  
 8 2009, it was announced that C.Y. Lin (Chunghwa PT’s former Chairman and CEO); Wen Jung  
 9 Cheng (Assistant Vice-President of Marketing & Sales for Chunghwa PT); Duk Mo Koo  
 10 (Executive Vice-President & Chief Sales Officer for LG.Philips LCD Co., Ltd.); Chang Suk  
 11 Chung (Vice-President of Monitor Sales for LG Display, Ltd., the predecessor of LP Display);  
 12 Chih-Chun Liu (Chunghwa PT’s Vice-President of LCD Sales); and Hsueh-Lung Lee (also one of  
 13 Chunghwa PT’s Vice-Presidents of LCD Sales) pled guilty to participation in the TFT-LCD  
 14 conspiracy; Wen Jung Cheng (Assistant Vice-President of Marketing & Sales for Chunghwa PT)  
 15 and Duk Mo Koo (Executive Vice-President & Chief Sales Officer for LG.Philips LCD Co., Ltd.)  
 16 have also been indicted in connection with the DOJ’s TFT-LCD investigation. *See*

17 \_\_\_\_\_

18

19                   Closely examined, the proposition proves too much. It would immunize from  
 20 antitrust liability any manufacturer who conspired with his suppliers to fix the  
 21 price of the supplied raw material. Illinois Brick does not mention, let alone  
 22 discuss, such a situation. The Supreme Court’s obvious concern for the efficacious  
 23 enforcement of the antitrust laws, which so informed its decision (*id.* 431 U.S.  
 24 720, 97 S.Ct. at 2074-75), further sufficiently indicates the lack of any intention  
 25 so to immunize such a manufacturer. The mere fact that the allegedly price-fixed  
 26 product is only a partial constituent of the ultimate product purchased by the  
 27 intervening plaintiff as alleged here, where the oil is converted to electricity  
 28 should not bar recovery, where there is an allegation of privity between suppliers  
 of the raw material and the manufacturer. *See* Note, Scaling the Illinois Brick  
 Wall: The Future of Indirect Purchasers in Antitrust Litigation, 63 Cornell L.Rev.  
 309, 331-32 (1978). The result would be a loophole in the antitrust laws that  
 would provide immunity for any price-fixing manufacturer which, for whatever  
 reasons, finds it useful to conspire to fix prices with its suppliers. The Court  
 cannot believe that the Supreme Court intended such a result without discussing  
 it.

1 <http://www.justice.gov/opa/pr/2009/February/09-at-092.html>. On March 10, 2009, the DOJ  
 2 announced that Hitachi Displays, Ltd., another Defendant in this case, had pled guilty to  
 3 participation in the price-fixing conspiracy involving TFT-LCDs and had agreed to pay a \$31  
 4 million fine. See [http://www.justice.gov/atr/public/press\\_releases/2009/243414.pdf](http://www.justice.gov/atr/public/press_releases/2009/243414.pdf). As reflected  
 5 in the discussion above of materials such as the September 21, 2000 Top Meeting report, CRT  
 6 finished product prices were sometimes conspiratorially pegged off of collusively set TFT-LCD  
 7 Product prices. Indeed, the district court in the TFT-LCD civil class case had refused to dismiss  
 8 antitrust claims based on purchases of products containing TFT-LCD panels in an opinion issued  
 9 on August 25, 2008. *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 586 F.Supp.2d 1109, 1117-19  
 10 (N.D. Cal. 2008) (“LCDs”).

11 The DPPs also had available to them a consent decree of the Japanese Fair Trade  
 12 Commission (“JFTC”), reported at 1993 WLNR 1116859. That report reads as follows:

13  
 14 The Fair Trade Commission Wednesday ordered four sales subsidiaries of the  
 15 country's four major home electronics appliance makers to stop the price-fixing  
 16 practice of illegally restricting the amount of discounts displayed on their  
 17 products by large discount stores.

18 This is the first time that the FTC has charged home appliance makers with  
 19 suspicion of violating the Antimonopoly Law.

20 The FTC's decision is expected to draw much attention not only in Japan but  
 21 overseas, because of the exclusive business practices among Japanese home  
 22 appliance makers and their unclear way of setting retail prices.

23 These practices came under criticism during in the Structural Impediments  
 24 Initiative (SII) talks between Japan and the United States.

25 The four subsidiaries are: Matsushita Electronics, a 100 percent holding company  
 26 of Matsushita Electric Industrial Co.; Hitachi Sales Corp., Sony Network Sales  
 27 Co., and Toshiba East Japan Life Electronic Co.

28 According to the FTC's investigation, the four sales subsidiaries requested large  
 29 discount stores in the Akihabara district in Tokyo and the Nipponbashi shopping  
 30 district in Osaka not to display discount rates larger than 10 percent of the maker's  
 31 recommended retail prices on price tags at stores and in their handbills.

32 They reportedly forced the stores to comply with their demand by threatening to  
 33 stop shipment of products.

34 As a result, the offering prices of color TVs, refrigerators and word processors on  
 35 their handbills and price tags became exactly the same, which the FTC has ruled

1 violates a provision of the Antimonopoly Law banning the illegal restriction of  
 2 retailers' sales methods.

3 The FTC noted that large discount stores were actually offering discount rates  
 4 bigger than the ones they displayed on the price tags.

5 But emphasizing that the prices listed on the price tags and handbills served as  
 6 important sources of information for consumers, the FTC said there is concern  
 7 that the retail prices may be maintained at high levels by the restriction on the  
 8 display of selling prices, which gives damage to the public.

9 The home appliance industry has been hard-hit by the recession, and the profits of  
 10 manufacturers and their licensed retail stores as well as large discount stores have  
 11 been dropping.

12 The FTC suspects that the restriction of the displayed selling prices had also  
 13 helped the retail stores keep selling prices at a high level, and contributed to the  
 14 escalating price-cutting competition among discount shops, it added.

15 In 1988, the FTC instructed the two major industry associations, including the  
 16 Japan Electronics Industry Association, to stop the practice. But when there was  
 17 no visible improvement in the situation, the FTC started to search the sales  
 18 subsidiaries of the four major home appliance makers to collect evidence  
 19 beginning in March last year.

20 All the four sales subsidiaries have voluntarily lifted the restriction on the  
 21 displayed selling prices after the FTC's investigation.

22 Domestic sales of home appliances is estimated at 5 yen to 6 trillion yen a year,  
 23 and about 60 percent of home appliances manufactured in Japan are shipped to  
 24 large discount stores.

25 The combined total of the four major makers' sales to large discount stores  
 26 amounted to about 800 billion yen.

27 The last time that the home appliance industry was ordered to stop price-fixing by  
 28 the FTC was in 1971, when Matsushita Electric Industrial Co. was found trying to  
 force retailers to sell its products at its recommended prices.

29 While this misconduct involved vertical price-fixing of televisions in Japan prior to the class  
 30 period in this case, it is relevant to the pleading of the alleged wrongdoing here, which is also  
 31 based on a horizontal agreement, implemented in part through the efforts of the vertically  
 32 integrated Defendants with respect to CRT Products, including televisions.

33 **C. Antitrust Investigations Or Prosecutions With Respect To CRT Products.**

34 On February 10, 2009, prior to the filing of the DP-CAC, the DOJ announced the  
 35 indictment of the aforementioned C.Y. Lin of Chunghwa PT in connection with a conspiracy to fix  
 36 the prices of CDTs and CPTs. (Chunghwa, it will be remembered, did not manufacture finished

1 products containing CRTs). The agency's press release making that announcement (available at  
 2 <http://www.justice.gov/opa/pr/2009/February/09-at-110.html>) stated that customers in the United  
 3 States were harmed:

4       *"This conspiracy harmed countless Americans who purchased computers and*  
 5 *televisions using cathode ray tubes sold at fixed prices," said Scott D. Hammond,*  
 6 *Acting Assistant Attorney General in charge of the Antitrust Division. "The*  
 7 *Antitrust Division will continue to prosecute individuals, wherever they are*  
 8 *located and however high their position on the corporate ladder, who engage in*  
 9 *price fixing aimed at U.S. businesses and consumers."* (Emphasis added).

10 The DPPs reasonably interpreted that press release as indicating that the overarching conspiracy  
 11 involving CRT Products encompassed televisions and computer monitors sold in the United  
 12 States. The district court in this case also read it in a similar manner. *In re Cathode Ray Tube*  
 13 (*CRT*) *Antitrust Litig.*, No. CV 07-5944 SC, 2010 WL 3632775 at \*8 (N.D. Cal. March 30, 2010).

14       Prior to the filing of the DP-CAC, the DPPs also had information on investigations by  
 15 competition authorities other than the DOJ. On November 8, 2007, it was reported that EC  
 16 officials carried out unannounced raids on manufacturers of CRTs based on suspected  
 17 anticompetitive conduct. That same day, the EC issued a press release stating that, "[t]he  
 18 commission has reason to believe that the companies concerned may have violated EU rules  
 19 against price-fixing, sharing markets or exchanging market information."

20 <http://europa.eu/rapid/pressReleasesAction.do?reference=MEMO/07/453>.

21       On November 9, 2007, Matsushita (now Panasonic) and Samsung reported that they were  
 22 cooperating with the JFTC, which raided the companies' CRT production facilities on suspicion of  
 23 anticompetitive conduct.

24       On that same day, a Samsung spokesperson announced that its CRT subsidiary in South  
 25 Korea was being investigated by the Korean Fair Trade Commission ("KFTC") as "part of an  
 26 international probe into alleged price-fixing."

27       And on November 21, 2007, Philips acknowledged that it was being investigated as well.  
 28 <http://www.itworld.com/071121philipscr>. The *International Herald Tribune* reported that  
 29 "competition authorities in several jurisdictions had started investigations," and that the company  
 30 "would assist regulators."

1 On May 6, 2008, the Hungarian Competition Authority (“HCA”) announced its own  
 2 investigation into the CRT cartel. <http://www.jogiforum.hu/hirek/17724#axzz16n0dDfHD>. The  
 3 HCA described the cartel as follows and included among its targets entities that manufactured (or  
 4 controlled the manufacture of) finished CRT Products:

5 The Hungarian Competition Authority (Gazdasági Versenyhivatal - GVH)  
 6 initiated a competition supervision proceeding against the following undertakings:  
 7 Samsung SDI Co. Ltd, Samsung SDI Germany GmbH, Samsung SDI  
 8 Magyarország Zrt., Thomson TDP sp. Z.o.o., LG Philips Displays Czech  
 9 Republic s.r.o., LP Displays, Chunghwa Pictures Tubes (UK) Ltd, Chunghwa  
 10 Pictures Tubes Ltd, Daewoo Orion S.A., Daewoo Electronics Global HQ,  
 11 Daewoo Electronics European HQ, MT Picture Display Germany GmbH,  
 12 Matsushita Global HQ, Matsushita European HQ.  
 13

14 Based on the data available the undertakings mentioned above concerted their  
 15 practice regarding the manufacturing and distribution of cathode-ray tubes  
 16 (including coloured pictures tubes and coloured screen tubes) on the European  
 17 market between 1995 and 2007. The anti-competitive behavior may have  
 18 concerned the exchange of sensitive market information (about prices, volumes  
 19 sold, demand and the extent to which capacities were exploited), price-fixing, the  
 20 allocation of market shares, consumers and volumes to be sold, the limitation of  
 21 output and coordination concerning the production. The undertakings evolved a  
 22 structural system and functional mechanism of cooperation.

23 According to the available evidences it is presumable that the coordination of  
 24 European and Asian undertakings regarding to the European market also included  
 25 Hungary from 1995 to 2007. The coordination concerning the Hungarian market  
 26 allegedly formed part of the European coordination. Samsung SDI Magyarország.  
 27 was called into the proceeding since it manufactured and sold cathode-ray tubes in  
 28 Hungary in the examined period, and it allegedly participated in the coordination  
 between its parent companies.

19 **D. A Conspiracy As To CRTs Is Equivalent To A Conspiracy As To Finished  
 20 CRT Products.**

21 In addition, Class Plaintiffs were well aware prior to the filing of the DP-CAC how the  
 22 costs of a CRT would affect the price of a finished CRT Product, like a television. They knew this  
 23 from aspects of the Chunghwa proffer discussed above. They also knew it independently through  
 24 published sources, such as DisplaySsearch’s “Quarterly Global TV Shipment & Forecast Report”  
 25 dated March 17, 2007, which (at page 20) calculated prices for CRT televisions by using the prices  
 26 for CRTs: “[t]o calculate the CRT TV price, we used the previous quarter’s tube prices to  
 27 determine the current quarter’s CRT TV street prices due to the lag between tube shipment and TV  
 28 shipment. Thus, tube price reductions are reflected in street prices one quarter later.” (As noted  
 above, these reports are available at

1 [http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/quarterly\\_global\\_tv\\_shipment\\_and\\_forecast\\_report.asp](http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/quarterly_global_tv_shipment_and_forecast_report.asp)).

3 As pointed out above, Class Plaintiffs also knew from *LCDs* that where a defendant sells a  
 4 finished product containing a price-fixed component, it can be held liable with respect to the sale  
 5 of that finished product to the first entity outside the conspiracy. As Judge Illston explained in  
 6 *LCDs*:

7 Here, the complaint alleges that the direct purchaser plaintiffs  
 8 purchased TFT-LCD products directly from cartel members at  
 supra-competitive prices as the result of a conspiracy to fix prices.  
 9 ... Defendants do not cite any case holding that a plaintiff who  
 purchases directly from an alleged cartel does not have standing. In  
 10 contrast, courts have found antitrust standing where plaintiffs  
 purchased downstream goods from a cartel of manufacturers who  
 made, and fixed the price of, a component of those goods. See,  
 11 e.g., *In re Linerboard Antitrust Litig.*, 305 F.3d 145, 159-60 (3d  
 Cir.2002) ("*Linerboard I*") (in alleged conspiracy to fix prices of  
 12 linerboard, plaintiffs who purchased corrugated sheets or boxes  
 containing linerboard directly from defendants had standing). To  
 13 the extent that defendants raise questions about the scope of the  
 market, or contend that damages will be difficult to ascertain, the  
 14 Court finds that these are factual questions that are better addressed  
 on a fuller record, and not at the pleadings stage. *See In re Sugar*  
 15 *Industry Antitrust Litig.*, 579 F.2d 13, 17 (3d Cir.1978) [“*Sugar*”]  
 16 (“As the defendants here point out, the product which plaintiff  
 purchased competes not with sugar, but with other candy, and more  
 than one ingredient determines the price. To this extent, there will  
 17 be some additional complications underlying the damage claims.  
 However, this must not be allowed to obscure the fact that the  
 18 plaintiff did purchase directly from the alleged violator.”).

19 586 F.Supp.2d at 1118-19. *See Sugar*, 579 F.2d at 18 (“[p]laintiff is a direct purchaser and,  
 20 therefore, entitled to recover the full extent of the overcharge”); *In re Linerboard Antitrust Litig.*,  
 21 203 F.R.D. 97, 216 (E.D. Pa. 2001), *aff'd*, 305 F.3d 145, 161-62 (3d Cir. 2002), *cert. denied sub*  
 22 *nom. Gaylord Container Corp. v. Garrett Paper Co.*, 538 U.S. 977 (2003) (“[l]ike the candy in *In*  
 23 *re Sugar Industries* which contained allegedly price fixed sugar, the corrugated sheets and boxes  
 24 contain linerboard that was subject to an agreement on output, which is equivalent to a price-fixing  
 25 agreement. ... The plaintiffs are direct purchasers and, therefore, are entitled to recover the full  
 26 amount of any overcharge”); *In re Flat Glass Antitrust Litig.*, 191 F.R.D. 472, 480  
 27 (W.D.Pa.1999) (“[a]s an initial matter, we note that defendants' reliance on *Illinois Brick* is  
 28 misplaced, as plaintiffs' claims are limited to those persons who purchased fabricated products

1 directly from defendants or their parents, subsidiaries or affiliates. Moreover, the Court of Appeals  
2 [in *Sugar*] has held that, although *Illinois Brick* bars Clayton Act suits by persons who are not  
3 direct purchasers from an antitrust defendant, the decision does not preclude a suit by a plaintiff  
4 who purchases directly from the alleged offender, as did plaintiffs, but buys a product which  
5 incorporates the price-fixed product as one of its ingredients") (emphasis in original).

6 **INTERROGATORY NO. 3:**

7 State with specificity the factual basis (including the Identity of each Document, Person or  
8 other evidentiary source upon which You rely) for Your allegation that Defendants conspired,  
9 combined and contracted to fix, raise, maintain, and stabilize the price at which products  
10 containing CRTs were sold in the United States, as alleged in, *inter alia*, Paragraph 3 of the  
11 Complaint.

12 **RESPONSE TO INTERROGATORY NO. 3:**

13 Subject to the General Objections, plaintiffs respond as follows:

14 See answer to Interrogatory Number 2 above.

15 **INTERROGATORY NO. 4:**

16 State with specificity the factual basis (including the Identity of each Document, Person or  
17 other evidentiary source upon which You rely) for Your allegation that Defendants agreed to  
18 allocate market shares and customers of sales of televisions containing CRTs, as alleged in, *inter*  
19 *alia*, Paragraphs 5 and 138 of the Complaint.

20 **RESPONSE TO INTERROGATORY NO. 4:**

21 Subject to the General Objections, plaintiffs respond as follows:

22 See answer to Interrogatory Number 2 above.

23 **INTERROGATORY NO. 5:**

24 State with specificity the factual basis (including the Identity of each Document, Person or  
25 other evidentiary source upon which You rely) for Your allegation that Defendants agreed to  
26 allocate market shares and customers of sales of products containing CRTs, other than televisions  
27 and computer monitors, as alleged in, *inter alia*, Paragraphs 5 and 138 of the Complaint.

28 **RESPONSE TO INTERROGATORY NO. 5:**

1 Subject to the General Objections, plaintiffs respond as follows:

2 See answer to Interrogatory Number 2 above.

3 **INTERROGATORY NO. 6:**

4 For each separate Defendant (regardless of its affiliation with any other Defendant), state  
5 with specificity the factual basis (including the Identity of each Document, Person or other  
6 evidentiary source upon which You rely) for Your allegations that it conspired, combined and  
7 contracted with any of the other Defendants to fix, raise, maintain, and stabilize the price at which  
8 televisions containing CRTs were sold in the United States, as alleged in, *inter alia*, Paragraph 3 of  
9 the Complaint, or agreed with any of the other Defendants to allocate market shares and customers  
10 of sales of televisions containing CRTs, as alleged in, *inter alia*, Paragraphs 5 and 138 of the  
11 Complaint.

12 **RESPONSE TO INTERROGATORY NO. 6:**

13 Subject to the General Objections, plaintiffs respond as follows:

14 See answer to Interrogatory Number 2 above.

15 DATED: January 31, 2011

16 By: /s/ Guido Saveri  
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27  
28 *Interim Lead Counsel for the Direct  
Purchaser Plaintiffs*